

UNOFFICIAL COPY

TRUST DEED 25 AM

25067128

THIS IS A JUNIOR MORTGAGE

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 13 1979, between

ROBERT L. HANSON AND JOANNE MAE HANSON JOINTLY

herein referred to as "Mortgagors," and
THE FIRST NATIONAL BANK and TRUST COMPANY OF BARRINGTON, a National
Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter
described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
twenty four thousand six hundred two dollars and 40/100 Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEAVER

and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest
on the said principal sum as follows:

Dollars on the 20th day of August 1979 and two hundred five dollars and 02/100

Dollars on the 20th day of each month thereafter until said note is fully paid except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 20th day of June 1989.
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal
balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall
bear interest at the rate of ~~seven~~ ^{ten} per cent per annum, and all of said principal and interest being made payable at such
banking house or trust company in Barrington, Illinois, as the holders of the note, may from time to time, in writing ap-
point, and in absence of such appointment, then at the office of THE FIRST NATIONAL BANK AND

TRUST COMPANY OF BARRINGTON

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, pro-
visions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed,
and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-
RANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

lying and being in the
to wit:

COUNTY OF Cook

AND STATE OF ILLINOIS.

Lot 18 in Block 2 in Arthur T. McInosh and Company's Hillside Addition to
Barrington in Sections 12 and 1, Township 42 North, Range 13, East of the
3rd P.M., in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY
ROBERT C. HAMILTON
THE FIRST NATIONAL BANK AND
TRUST COMPANY OF BARRINGTON
104 SOUTH COOK STREET
BARRINGTON, ILLINOIS 60010

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for
so long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not sec-
ondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power,
refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, shades, storm
doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the real estate
whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the
mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the use and trusts
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and
benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become
damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien
not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to
the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete
within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of
law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by
law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service
charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate re-
ceipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment
which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning
or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the
same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case
of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to
each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall
deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of
Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any encum-
brances, if any, and purchase, discharge, compromise or settle any tax, lien or other prior lien or title or claim thereof, or redeem from any tax sale or
foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or
incurred in connection therewith including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mort-
gaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken,
shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the
rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on ac-
count of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note and subject to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during a further time when Mortgagors, except after the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising its powers herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid which representation, Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, the release of the genuine note herein described and which purports to be executed by the persons herein designated as makers thereof, the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of resignation, inability, or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor Trustee. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned premises to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder may prescribe, to as to provide for the current year's tax obligation on the last day of each such year during the term of said obligation. The undersigned premises further to pay monthly a pro-rata share of all assessments, insurance, taxes, and any other charges which may accrue against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments, and other charges is not sufficient, the undersigned premises to pay the difference upon demand. It is agreed that all such payments may, at the option of the holder (1) be held in trust by it without earnings for the payment of such item; (2) be carried in a borrower's tax and insurance account and withdrawn by it to pay such items; or (3) be credited to the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation sums sufficient to pay said items as the same accrue and become payable. If such sums are held in trust or carried in borrower's tax and insurance account the same are hereby pledged together with any other account of the undersigned with the holder to further secure said indebtedness and any officer of the holder is authorized to withdraw the same and apply hereon. The holder of said note is authorized to pay said items as charged or billed without further inquiry.

16. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

Witness the hand and seal of Mortgagors the day and year first above written.

RH Robert C. Hamilton (SEAL)
JH Joanne Mae Hanson (SEAL)

STATE OF ILLINOIS } I, Robert C. Hamilton
County of Cook } as, a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT



who are personally known to me to be the same persons S whose name are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19TH day of June, 1979
My commission expires 10-29-80
Robert C. Hamilton
Notary Public.

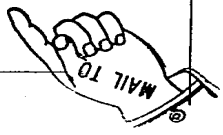
IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 6592
The First National Bank and Trust Company of Barrington, Ill., as Trustee, by Robert C. Hamilton, Commercial Loan Officer

25067128

NAME THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON
STREET 104 South Cook St.
CITY Barrington, IL 60010
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
730 Grove Avenue
Barrington, Ill. 60010



END OF RECORD OF DOCUMENT