

26115247

TRUST DEED

26084779

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made December 11 19 81, between

KAREN T. HARNISH

herein referred to as "Mortgagors," and

FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK a

National banking corporation doing business in Oak Brook, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Five Thousand Three Hundred Twenty and 08/100 * * * * * Dollars (\$ 5,320.08), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from as disclosed on the attached Federal Truth-In-Lending Act, Regulation Z statement of installment payments of: One Hundred Forty-Seven and 78/100 * * * * * Dollars (\$ 147.78), on the 15th day of January 198? and a like amount of money on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the 15th day of December 19 81 and the principal of each instalment unless paid when due shall bear interest at the rate of % per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Brook, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK in said Village,

as set forth in the attached Disclosure Statement Federal Truth-In-Lending and Regulation Z, Schedule "B"

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and conditions 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 WARRANT 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 City of Northlake COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See attached rider for legal description Schedule "A"

This document prepared by:

J. F. Harms One McDonald's Plaza Oak Brook, IL 60521

THIS DOCUMENT BEING RERECORDED TO CORRECT MATURITY DATE OF THE NOTE SECURED BY THIS TRUST DEED.

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THIS DOCUMENT IS IN THE NATURE OF A JUNIOR MORTGAGE

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 times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) 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, window 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 said 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 uses 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

.....[SEAL] Karen T. Harnish [SEAL]
.....[SEAL] [SEAL]

STATE OF ILLINOIS I, Susan M. Spaulding ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of DuPage Karen T. Harnish

who is personally known to me to be the same person whose name is stated in the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the purposes and trusts therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 11th day of December 19 81 Susan M. Spaulding Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings 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 but 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 receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which the assessor 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 replacing 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 date 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 prior mortgages, liens or claims, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any mortgage, lien or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all moneys 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which he acts hereunder 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 25 percent per annum, inaction of Trustee or holders of the note shall not be considered as a waiver of any right accruing to them on account 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 or statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill or 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 holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in this deed 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 covenant 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 way or 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, appraisers' 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 in bidding 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 25 percent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including profits 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) the institution or 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; and third, the balance, if any, overplus 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 sale, a deficiency, during the full statutory period of redemption, whether there is redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be conferred by law in such cases for the protection, assessment, 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 hereby secured, or by any decree foreclosing the 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 a foreclosure action 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 shall Trustee 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 any power 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 hereunder 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 hereby 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 been ascertained by any instrument identifying same as the note described herein, it may accept as the genuine note hereby described any note which may be presented and which conforms in substance with 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 the instrument shall have been recorded or filed, in case of the 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 in Trust. 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. 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.

16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured how ever evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust deed nor shall the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed.

17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, hereafter or herebefore incurred and secured by this trust deed, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (i) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to exist on said real estate, or (ii) transfer, sell, convey or in any manner dispose of said real estate.

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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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1188773-01

First National Bank & Trust Company of Oak Brook, as Trustee

Assistant Secretary
Assistant Vice President
Assistant Trust Officer

DEVELOPER'S NAME: First National Bank & Trust Co.
STREET: Oak Brook
CITY: One McDonald's Plaza, Oak Brook, IL 60521
INSTRUCTIONS: OR RECORDER'S OFFICE BOX NUMBER
FOR RECORDERS INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 13 King Arthur Court, Northlake, IL 60164

UNOFFICIAL COPY

Property of Cook County, Illinois

SCHEDULE "A"

RIDER ATTACHED TO A TRUST DEED DATED
December 11, 1981 between Karen T.
Harnish and First National Bank &
Trust Co. of Oak Brook, Oak Brook, IL

LEGAL DESCRIPTION

PARCEL 1:

UNIT 13-6 AS DELINEATED ON SURVEY OF LOTS 11, 13 AND 17 IN KING ARTHUR APARTMENTS OF NORTHLAKE BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY KING ARTHUR CONDOMINIUM INC., (CORPORATION OF ILLINOIS) RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22075578 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

ALSO

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" ATTACHED THERETO DATED NOVEMBER 23, 1962 AND RECORDED NOVEMBER 23, 1962 AS DOCUMENT NUMBER 18653754 AND CREATED BY VARIOUS DEEDS FROM THE OAK PARK TRUST AND SAVINGS

BANK (A CORPORATION OF ILLINOIS) AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1968 AS TRUSTEE UNDER TRUST NUMBER 4115 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS

2611321726081779

UNOFFICIAL COPY

DISCLOSURE OF INFORMATION REQUIRED BY THE FEDERAL TRUTH IN LENDING ACT AND REGULATION Z

For use with real estate purchase money of construction mortgage

Lender: First National Bank & Trust Company of Oak Brook Address: 1 McDonald's Plaza, Oak Brook, IL 60521

Borrowers: First National Bank & Trust Company of Oak Brook Trust
Karen T. Harnish Address: 13 King Arthur Court Northlake, IL 60164

STATEMENT OF TRANSACTION

1. Proceeds.....\$	4,000.00
2. Other Charges.....\$	
3. Amount Financed.....\$	4,000.00
4. FINANCE CHARGE.....\$	1,320.08
5.000.00 Contract Search & Interest \$1320.08 RCD.Fee	45.00
5. Total of Payments.....\$	5,320.08
6. ANNUAL PERCENTAGE RATE	≈ 19.57

Payment Schedule:

35 installments of \$147.78 each and a final installment of \$147.78 commencing on January 15, 1982, and continuing on the same day of each successive month thereafter until the entire indebtedness is paid in full, which installments include both principal and interest. In addition, Borrower is required to deposit with lender on each monthly installment date an amount equal to 1/12th of the annual real estate taxes and hazard insurance premiums to be held in escrow for future payment of taxes and premiums.

Default Charges:

The undersigned further agree to promptly pay to the legal Holder hereof a delinquency charge on each principal installment unpaid for a period of ten (10) days past its due date, equal to five percent (5%) of the installment or five dollars (\$5.00), whichever is less. Debtor(s) is obligated to pay court costs and reasonable attorneys' fees incurred by Holder in the collection or enforcement of debt, after default. In the event of any default hereunder, (as detailed on reverse side hereof) the entire balance may be declared due and payable. In the event of acceleration, Buyer shall be credited with the same rebate of unearned FINANCE CHARGE as for voluntary prepayment.

Fire and Extended Coverage insurance is required by Lender. Borrower may choose the person through whom the insurance is to be obtained.

Borrowers acknowledge receipt of a completed copy of this Disclosure Statement prior to consummation of the loan.

By: Karen T. Harnish 12-11-81
date

By: [Signature]
date

Right of Prepayment: The Debtor (s) may satisfy in full at any time before maturity the debt evidenced by this document and in so satisfying shall receive a refund credit against the amount of the total Finance Charge (Item 4 to the left) added to the principal in an amount at least as great a proportion of the total Finance Charge as the sum of the periodical time balances after the date of payment bears to the sum of all the periodical time balances under the schedule of payments provided for in this instrument, except that when the amount of the refund credit so computed is less than \$1.00 no refund credit need be made. This statutory computation employs the sum of the digits method, also known as the Rule of 78ths. Use of the statutory method of computation will result in a rebate that is less than a proration of the Finance Charge for the period after date of prepayment. The difference may be construed as a penalty for prepayment. Any partial prepayments accepted by the Holder hereof will be applied to the last instalment due hereunder and there shall be no reduction of the Finance Charge. Prepayment in full will reduce the insurance charge (if any) for this loan.

Finance Charge: The Finance Charge shall begin to accrue on the date that the loan evidenced hereby is disbursed by the Lender.

Security: This loan is secured by a Trust deed or mortgage on the real property of borrowers located at 13 King Arthur Court Northlake, IL 60164

Borrower's trust deed or mortgage secures future indebtedness consisting of advances by lender for taxes, insurance premiums, to protect the mortgaged property and lender's lien thereon. Lender also has the right of set-off against any deposits or other sums now or hereafter owing by lender to borrowers.

SCHEDULE "B"

RIDER ATTACHED TO A TRUST DEED DATED
DECEMBER 11, 1981 between Karen T. Harnish and
First National Bank & Trust Company of Oak Brook,
Oak Brook, IL.

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13th

JAN 18 82 5 10 33 26115247 13.00

JAN 18 PM 3 28

13th

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END OF RECORDED DOCUMENT