

GEORGE E. COLE LEGAL FORMS FORM No. 207 September, 1975

COOK COUNTY ILLINOIS FILED FOR RECORD

RECORDED BY REC'D 27032045

1984 APR -4 PM 2:11

TRUST DEED (Illinois) For use with Note Form 1449 (Interest in addition to monthly principal payments)

The Above Space For Recorder's Use Only

THIS INDENTURE made February 21, 1984, between Herbert H. Gentry and Nellie Gentry, his wife and Chicago Title & Trust herein referred to as "Mortgagors," and [Name] Trustee, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the principal sum of \$11,000.00 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: One Hundred Fifty-Seven & 71/100 Dollars, on the 1st day of June, 1984, and One Hundred Fifty-Seven & 71/100 Dollars, on the 1st day of each month thereafter to and including the 1st day of August, 1989, with a final payment of the balance due on the 1st day of September 1989, with interest on the principal balance from time to time unpaid at the rate of 10 1/2% per cent per annum, payable monthly on the dates when installments of principal fall due and shall be in addition to the amount due on principal; each of said installments of principal bearing interest after maturity at the rate of 10 1/2% per cent per annum, and all of said principal and interest being made payable to Alumax Extrusions Inc., 1 Foxfield Sq. St. Charles Illinois or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

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 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 WARRANT unto the Trustee, its or his 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 Schaumburg, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 20075 in Weathersfield Unit 20, being a subdivision in the South 1/2 of Section 21, Township 41 North, Range 10, East of the Third Principal Meridian, According to the Plat thereof recorded December 12, 1972 as document number 22154949, in Cook County, Illinois.

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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 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 or his successors and assigns, forever, for the purposes, and upon the trusts 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 hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Herbert H. Gentry (Seal) Nellie Gentry (Seal)

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert H. Gentry and Nellie Gentry, his wife

personally known to me to be the same person(s) whose name (s) 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 official seal, this 22nd day of March, 1984. Commission expires September 26, 1987. Notary Public

This instrument was prepared by Theodore L. Kuzniar, One Foxfield Square, Suite 260, St. Charles, Ill. 60174 ADDRESS OF PROPERTY: 705 Kemah Street, Schaumburg, Illinois

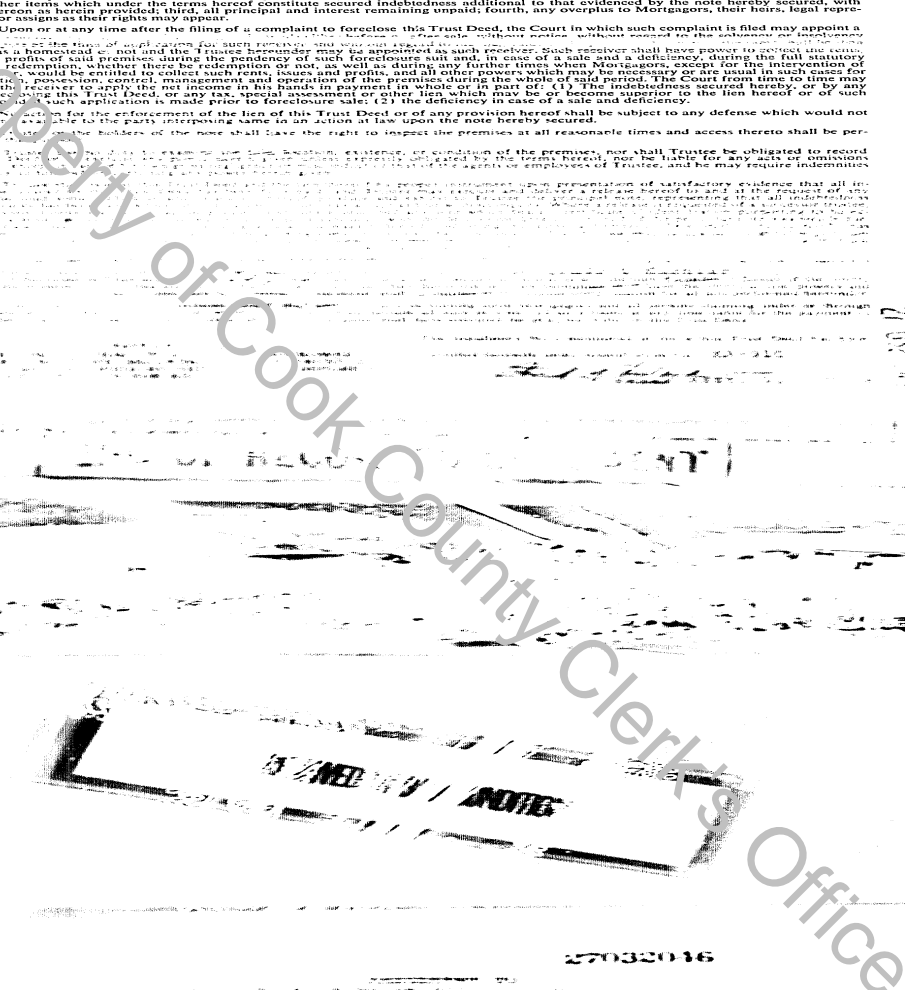
MAIL TO: NAME Alumax Extrusions Inc. ADDRESS One Foxfield Square CITY AND STATE St. Charles, Il. ZIP CODE 60174 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO: Herbert H. Gentry (Name) 705 Kemah St. Schaumburg, Il (Address)

OR RECORDER'S OFFICE BOX NO. (Address)

DOCUMENT NUMBER 27 032 045

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or of any State or of any municipality; (4) keep said premises free from 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 indebtedness; (5) keep said premises free from any lien or charge in violation of any law or ordinance in force now or at any time in process of enactment upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
2. Mortgagors shall pay before any penalty attaches against them, and shall, upon written request, furnish to Trustee or to holders of the note the original tax and other charges against the premises when due, and 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 and windstorms under policies providing for the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, with an accompanying satisfactory statement of the amount of the policy payable, in cases of loss or damage, to the Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause in the discharge of such policies, and shall deliver all policies, including additional and renewal policies, to the Trustee, 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 hereinbefore required of Mortgagors in any form and in manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim, liberty, or release from any tax lien or charge or from any lien or charge, or any other lien or claim, or any other debt, or any other obligation, or any other liability, or any other expense paid or incurred in connection with the premises or the lien hereof, including reasonable attorney's fees and disbursements, or any other debt or liability of the note to protect the mortgaged 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 eight 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 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, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim therefor.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of 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 the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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 attorney's fees, Trustee's fees, appraiser's fees, appraisals, and all other expenses, including all costs, charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such evidence of title, the searches and examination of same, guarantee policies, fire and marine policies, and similar data, and similar expenses, all of which shall be a part of the cost of foreclosure, and the amount of the title to the value of the premises. In addition, 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 eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of the parties may 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, on account of the principal and interest due on the note hereby secured; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.



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This declaration was submitted for the purpose of amending Court records, as follows: The Declaration was recorded on July 21, 1991, as amended by Declaration No. 27032016 on the premises described in Cook County, Illinois, against the property thereafter described as follows:

That part of Lots 4 and 5 of Three Fountains at Plum Grove (according to the plat thereof recorded July 8, 1968 as document number 2053261) being a Subdivision on Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the most Southerly corner of Lot 5 aforesaid; thence North 00° 00' 00" East along the East line thereof 350.00 feet to a corner thereof; thence North 6° 25' 55" West along the North easterly line of Lot 5 aforesaid 222.69 feet; thence South 81° 37' West 147.94 feet; thence North 40° 22' 08" West 89.0 feet; thence North 49° 37' 52" East 108.00 feet; thence North 40° 22' 08" West 143.05 feet; thence South 9° 37' 52" West 108.00 feet; thence North 40° 22' 08" West 89.0 feet; thence North 49° 37' 52" East 197.00 feet; thence South 40° 22' 08" East 321.5 feet to the place of beginning, in Cook County, Illinois.

This amendment is adopted pursuant to the provisions of Article XIII, Section 13.08 of the aforesaid Declaration. Said section provides that this type of amendment which amends Article 7.01 of the Declaration, the text of which is set forth below, shall become effective upon the recordation in the Office of the Recorder of Cook County, Illinois of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the Board and by the Owners having at least two-thirds (2/3) of the total vote and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagors, having bona fide liens or claims against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit.

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