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-- DOLLARS.

DOLLARS

This Indenture, Made SEPTEMBER 18, 19 84 , between HARRIS BANK ROSELLE, a xusing banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated , herein referred to as and known as trust number 12083 November 29, 1983 "First Party," and SUBURBAN NATIONAL BANK OF WOODFIELD an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF ONE HUNDRED FORTY THOUSAND AND 00/100r ade payable to BEARER and delivered, in and by et in said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and h reina ter specifically described, the said principal sum and interest At Maturity balance of principal remaining from time to time unpaid at the rate of 15.00 per cent per annum in instalments as

follows: ONE | UNDRED FIFTY THOUSAND THREE HUNDRED FIFTY SIX & 16/100----on the 17th day f March

MAXXXXXXXXXXXXXXXXXXXXXXXXIOXXXXX All suc 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 a the Rate of 15.00 per annum, and all of said principal

and interest being made payable at such banking ho se or crust company in SCHAUMBURG Illinois, as the holders of the note may, from time to \vec{u} , as 'iting appoint, and in absence of such appointment, then at

the office of SUBURBAN NATIONAL BANK OF WOODFILLS

NOW, THEREFORE, First Party to secure the paymen, of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust c'ed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by t'ese presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following where ed Real Estate situate, lying and being

COUNTY OF COOK

AND STATE OF ILLINOIS, to-wit:

Lot 117 in Weathersfield West Unit Two, being a subdivision in the Southeast Quarter of Fractional Section 19, Township 41 North, Lange 10 East of the Third Principal Meridian, in Cook County Illinois, according to the Plat thereof recorded as Document 24832870 on Febru 6, 1979 in the office of the Recorder of Deeds in Cook County Illinois

07-19-411-002

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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 First Party, its successors or assigns 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 covering, inadoor 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

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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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 m chanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any incebeness 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 notes; (4) complete within reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply vith all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain ror making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any realty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and o.h.r. charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the rate uplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premies 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 ind bte ir as 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 mortrage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the aspective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perferm any act hereinbefore set forth in any form and 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 far lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises o contest any tax or assessment. All moneys paid for any of the any tax sale or loneiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or i cur ed in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the hold rs 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 lerely and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing a them on account of any of the provisions of this paragraph. paragraph.
- 2. 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 in o the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First P rv its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note of in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days said option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or other vise, ac'ders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, the call 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, outleys 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, guarar tee 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 15.00% 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.
- 5. 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.
- 6. 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 at the time of application for such receiver, of the person or persons, if

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any, liable for the payment of the indebtedness secured hereby, 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 at such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the predecty of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successor or assigns, except for 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.

- 7. 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.
- 8 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 of employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all is debtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the receivest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note of the receiving that all indebtedness hereby secured has been paid, which representation. Trustee may accept as true will out inpity. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein arribed 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 an behalf of Fir. Party; and where the release is requested of the original trustee and it has never executed a certificate on a y instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which have be presented and which conforms in substance with the description herein contained of the note and which 1 upo is to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing elective effice of the Recorder or Registrar of Titles in which this 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 hercunder 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 because of the country of the responsibility of the successor shall be entitled to reasonable compensation for all acts performed because of the country of the successor shall be entitled to reasonable compensation for all acts performed because of the country of the successor shall be entitled to reasonable compensation for all acts performed because of the country of the successor in Trust.

THIS TRUST DEED is executed by HARRIS BANK ROSELLE ... not personally but as Trustee as afore aid the exercise of the power and authority conferred upon and vested in it as such Trustee (and said

hereby warrants that it possesses full power and authority to execute this instrument), and it is corressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said HARRIS BANK ROSELLE personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said HARRIS BANK ROSELLE personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if

HARRIS BANK ROSELLE

HARRIS BANK ROSELLE

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	I,	he undersigned	<u></u>		
	a Notary Public,	in and for said		4	REBY CERTIFY, that
	n 11	ADDIC SANT DA		Shockey, Vice	
	President of -H	AKKID -BANK-200		nd Ruth I. Mayerh	oter, Asst
×.	whose names ar	e subscribed to th	e foregoing instru	ersonally known to me ument as such <u>Vice</u>	to be the same persons President and erson and acknowledged
	that they signed free and volunta set forth; and th	and delivered the ry act of said Ban e saidAsst. Sec	sald instrument a k, as Trustee as Y Trust Officer th	as their own free and v aforesaid, for the uses nen and there acknowle	oluntary act and as the s and purposes therein dged that <u>she</u> , as cus-
	ment as her Tr. stee as afor		oluntary act and s and purposes ti	as the free and volunta herein set forth.	id Bank to said instru- ary act of said Bank, as
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END OF RECORDED DOCUMENT