

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 30

1985 between

Robert L. Hanson  
Maridale Hanson

SUBURBAN NATIONAL BANK OF WOODFIELD

herein referred to as "Mortgagors", and ~~CHICAGO TITLE AND TRUST COMPANY~~ an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

Twenty Thousand and No/100 (20,000.00)----- DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

~~CHICAGO TITLE AND TRUST COMPANY~~ SUBURBAN NATIONAL BANK OF WOODFIELD

and delivered in and by which said Principal Note the Mortgagors promise to pay the said principal sum

on April 28, 1986 with interest thereon from date of disbursement until maturity at the rate

of 11.5 per cent per annum, payable semi-annually on the      day of      and of      in

each year; all of said principal and interest bearing interest after maturity 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      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

Suburban National Bank of Woodfield, Woodfield in said City.

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 successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

lying and being in the Village of Schaumburg COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

HEREIN REFERRED TO AS

TOP

WARRANT TO THE TRUSTEE HEREIN NO. 4

This is a plan of the site on survey of the following described parcel of real estate hereinafter referred to as "Lot 4" in Block A in Lot 4 in the several subdivisions of part of Lot 1 in Village on the Lake subdivision (Plan 1171), is a subdivision of part of the southeast quarter of Section 29 and part of the northwest quarter of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded January 25, 1971 as Instrument No. 21380121 in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by Chicago Title and Trust Company as Trustee under Trust No. 53436, recorded in the Office of the Secretary of State of Cook County, Illinois as Instrument No. 22100008 and approved for Record on 12/25/1977 together with an undivided      percent interest in said parcel      to said parcel all the mortgages and liens thereon and all the debts thereon as defined and set forth in said Declaration and Mortgage.

which, with the property TOGETHER with for so long and during secondarily) and all (refrigeration (whether doors and windows, whether physically a mortgagor or then a TO HAVE AND herin set forth, free benefits the Mortgage This trust deed) are incorpo assigns. WITNESS IN

granted unto the Trustee, its successors and assigns, unto the Trustee as agent to the parties to the deed of the form and contents set forth in the aforesaid Declaration of Condominium Ownership and in the Declaration recorded in the Office of the Secretary of State of Cook County, Illinois as Instrument No. 2099550 and approved for Record on 12/25/1977 and approved for the use of the Trustee as agent to the Trustee as set forth in the Declaration and Mortgage. In consideration of the covenants and agreements in said Declaration, the covenants thereby created for the benefit of said remaining parcels described in said Declaration, and this conveyance is subject to the said covenants and the right of the grantor to grant said covenants in the covenants and mortgages of said remaining parcels or any of them, and the part of them, for themselves, their heirs, successors and assigns, and to be bound by the covenants and agreements in said Declaration as the same pertain with the Land.

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and profits thereof of real estate and not g. water, light, power, window shades, storm art of said real estate the premises by the in the uses and trusts which said rights and use of this trust eirs, successors and

This conveyance is also subject to the following: general taxes for 1977-1985, special taxes, assessments, conditions, covenants and restrictions contained in said Declaration, the same as though the provisions thereof were recited and stipulated at length herein; all other covenants, conditions and restrictions, and reservations of records building laws and building and zoning laws and ordinances; and the Condominium Trust Act of the State of Illinois.

STATE OF ILLINO  
County of Cook 4/21/77

who      personally known to me to be the same person      whose name      subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that      signed, sealed and delivered the said instrument as      free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6 day of Sept, 1985

Notarial Seal

Jeanne Sheu Notary Public

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

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 indebtedness to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by 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, all in compliance 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim interest, or redeem from any tax sale or foreclosure of any real estate and premises or correct 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 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 paid as additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth herein. Fraction 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.
- 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, estimate 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.
- Mortgagors shall pay (a) item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any thing in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.
- 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 examinations, title insurance policies, title insurance certificates, and similar data and assurances with respect to the premises, and the 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein, 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.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an 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 superior to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 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 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: (a) The indebtedness secured hereby, or by any decree resulting from this trust deed, or any tax, special assessment or other lien which may be of record superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- 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.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire as to the validity of the signatures of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated, to record this trust deed or to exercise any power herein given unless expressly obtained by the terms hereof, nor be liable for any acts or omissions, or for any act, 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.
- 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 principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested by a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 placed its identification number on the principal note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 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 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 to Trustee.
- 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 principal note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR

Identification No. CHICAGO TITLE AND TRUST COMPANY. Trustee. By Assistant Secretary Assistant Vice President



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FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE RECORDER'S OFFICE BOX NUMBER