

THIS INDENTURE, Made November 19, 19 85 , between Frederick T. Mosiman and Carole A. Mosiman, his wife

herein referred to as "Mortgagors," and John J. Riordan, Trustee

residing in Mount Prospect , Illinois, (herein referred to as "Trustee"), witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

One Hundred Seventy-Five Thousand Dollars & no/100----- Dollars (\$175,000.00), 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 and interest on the balance of principal remaining from time to time unpaid at the rate of 11.50 % per annum prior to maturity in monthly installments as follows:

Two Thosand Forty-Four Dollars & .33/100----- Dollars (\$ 2,044.33), on the 19th day of December 19 85 and a like sum on the 19th day of each and every 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 19th day of November 1990 . All monthly payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and the principal of each installment unless paid when due shall bear interest at the rate of eight per cent per annum

11.50 All payments of principal and interest shall be made payable at such banking house or trust company in Cook County, 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 COUNTRYSIDE BANK, Mount Prospect, Illinois.

Final Balloon Payment of \$147,449.78 due November 19, 1990.

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 Prospect Heights County of Cook and State of Illinois, to wit:

Lot 13 in Block 18 in Prospect Heights Manor, a Subdivision of the East half of the North East quarter (except the West 493.20 feet of the North 353.20 fee thereof) of Section 27, Township 42 North, Range 11 East of the Third Principal Meridian, according to plat recorded June 14, 1946 as document 13821026, in Cook County, Illinois.

Commonly known as: 204 S. Owen Place Prospect Heights, IL

Real Estate Index No. 03-27-215-011

THIS INSTRUMENT WAS PREPARED BY John M. Tolano

COUNTRYSIDE BANK 1000 N. WILSON ROAD MT. PROSPECT, IL 60056



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

TOGETHER with all buildings, 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, granted, and conveyed with said real estate as security for the payment of the indebtedness secured hereby and not to be forfeited or lost without limiting the generality of the foregoing, all apparatus and equipment of every kind now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, and all screens, window shades, curtain doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) shall 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, except taxes and other governmental assessments not provided for in this Trust Deed; (3) shall 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; (4) shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) shall comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) shall make no material alterations in said premises except as required by law or municipal ordinance, without prior written consent of Trustee or holders of the Note being first had and obtained; and (7) shall not sell, transfer, assign or otherwise alienate (whether by land contract or otherwise), or encumber or suffer or permit any lien or encumbrance, whether or not junior and subordinate to the lien hereof, to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

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 upon 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 and such other hazards or contingencies as the holders of the note may require under policies providing 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 date of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereunder 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 or other indebtedness of any kind and nature, including assessments or other tax liens or other prior liens or title of claim thereof, or release from any tax lien or other lien affecting said premises or interest in or claim to any tax assessment. All moneys paid for any of the purposes herein authorized and if expenses shall or incurred to come from the trust hereof including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgage 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 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 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 the Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

Erickson-Lapanak
1625 Sherman Rd
Northbrook, IL
60062

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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.

My Commission Expires 11/30/85
Notary Public
19th day of November 1985

STATE OF ILLINOIS
County of Cook
Florence DeBias
Frederick T. Nostman and Carole A. Nostman, his wife

Frederick T. Nostman (SEAL)
Carole A. Nostman (SEAL)

The Trustee... shall deposit with the holder of the Note... the amount of the last arrearage...

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposed...

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

12. Trustee has an duty to examine the title... to determine the location, existence, or condition of the premises...

13. Trustee shall release this Trust Deed and the Note... if the Trustee is satisfied that all indebtedness secured by this Trust Deed...

14. Upon or at any time after the filing of a bill to foreclose... the court in which such bill is filed may appoint a receiver of said premises...

15. The proceeds of any foreclosure sale... shall be distributed to the lender... and applied in the following order of priority...

16. The Trustee... shall have the right to foreclose... and to sell the property...

17. The Trustee... shall have the right to accept... and to execute the Note...

18. The Trustee... shall have the right to... and to... the Note...

19. The Trustee... shall have the right to... and to... the Note...

20. The Trustee... shall have the right to... and to... the Note...