

TRUST DEED

86511066

DEPT-01 RECORDING \$13.00
T#3333 TRAN 8054 10/30/86 16:32:00

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE 86-511066

THIS INDENTURE, made October 29 19 86, between COOK COUNTY RECORDER
Karl W. Hiller and Hildegard E. Hiller, His Wife

First National Bank of Des Plaines
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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTY THOUSAND AND NO/100 ----- (\$50,000.00) ----- Dollars,

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.75 percent per annum in instalments (including principal and interest) as follows:

Five Hundred Sixty and 47/100 --- (\$560.47) ----- Dollars or more on the 1st day of December 19 86 and Five Hundred Sixty and 47/100 ----- (\$560.47) Dollars or more on the 1st 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 1st day of September, 2001. All such 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 at the rate of 13.75 per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, 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 of Des Plaines 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 COOK COUNTY OF AND STATE OF ILLINOIS, to wit:

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.
Karl W. Hiller | SEAL | Hildegard E. Hiller | SEAL |
Karl W. Hiller | SEAL | Hildegard E. Hiller | SEAL |

STATE OF ILLINOIS, }
SS. The Undersigned
County of _____ } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Karl W. Hiller and Hildegard E. Hiller, His Wife

who AT 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.

Given under my hand and Notarial Seal this 29th day of October 1986.
Meresa J. Chan Notary Public

Notarial Seal

This instrument prepared by: Robert G. Santangelo, Asst. Vice President, First National Bank of Des Plaines, 701 Lee Street, Des Plaines, IL 60016

1432886/70-57-934 DB DO THAC

86511066 ATTACHED RIDER INCORPORATED HERIN 86511066 1302

Des Plaines Office Box Number 701
First National Bank of Des Plaines
Mortgage Department
After Recording Please Mail to:

FOR RECORDS INDEX PURPOSES
INSTRUMENT ADDRESS OF ABOVE
DESCRIBED INSTRUMENT HERE
157 S. Wood Street
Des Plaines, Ill. 60018

Assistants Secretary/Assistant Vice President
CHICAGO TITLE AND TRUST COMPANY
Identification No. 50

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST SHOULD BE FILED FOR RECORD AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST IS FILED FOR RECORD.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien on the premises; (c) pay within a reasonable time any building or other improvements now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty, 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 copies thereof. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance company 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 with the terms 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.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 in favor of, or redeem from any sale or foreclosure said premises or contents or building or other property or assets of Mortgages, all moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning the action herein authorized and without notice and without interest thereon at a rate equivalent to the post-maturity rate set forth in the note.

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, foreclosure, tax lien or title or claim thereon.

6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment made 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 Mortgages 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 hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all 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, surveys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended) of the decree (or of proceedings) of sale, the searches and examinations, condition of the note may deem to be reasonably necessary either to proceed with such suit or to provide evidence to the satisfaction of the court that the true condition of the note is as stated in this paragraph and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereon 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 other value is not set forth in the note. Mortgages shall pay for the note and interest thereon at a rate equivalent to the post-maturity rate set forth in the note securing this trust deed, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff 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 hereon, or for the collection 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 or shall be distributed 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, 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 the 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 the filing of a bill to foreclose, without notice, and the receiver of said premises, at the time of appointment for such receiver and without regard to the lien 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, except for the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the usual period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The Court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The deficiency in case of a sale and 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 (b) the deficiency provided such application is made prior to the closing of the sale 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.

10. 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.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or 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 execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any 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.

12. 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 hereon, and at the request of any person who shall either before or after the maturity thereof, produce and exhibit to Trustee the notes represented by it, and all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note and without inquiry. Where a release is requested by such successor trustee, thereon by a prior trustee hereunder or which conforms with the description herein contained of the original trustee and which has never been 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 note described herein, it may accept as the genuine note herein described a copy of the 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.

13. Trustee may in writing file 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 name of a successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note. This Trust Deed shall be construed as if it were a part of the instrument in which this Trust Deed is recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the name of a successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note. This Trust Deed shall be construed as if it were a part of the instrument in which this Trust Deed is recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the name of a successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

16. 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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WALSH

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INCORPORATED HEREIN

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UNIT 157 IN CATHERINE COURT INDUSTRIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
 LOT ONE IN CATHERINE COURT SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10 AND PART OF THE NORTH WEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MAY 7, 1986 AS DOCUMENT LR 3513052 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT 86181236, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT 86181238 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT LR 3513054, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property Address: 157 S. Wheeling Road, Unit 7, Wheeling, Illinois 60090
 Permanent Index Number: 03-10-201-035-000



Property Clerk's Office

ATTACHED RIDER IS
 APPROPRIATED HEREIN

ATTACHED RIDER IS

The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the mortgagor, the premises, and all persons beneficially interested therein, and each and every person except decree of judgment creditors of the Mortgagor in its representative capacity and of the premises, acquiring any interest in or title to the premises subsequent to the date of this Mortgage, pursuant to the provisions of Chapter 77 of the Illinois Revised Statutes. When sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the Master in Chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed describing and conveying the premises purchased by him, showing the amount paid therefore, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefore.

If said property or any portion thereof shall be sold, conveyed, or transferred, without the written permission of the holder first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

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Properly
Notary Public's Office