

12 00

THIS INDENTURE, Made August 18, 1986, between First National Bank of Mount Prospect, not personally, but a/t/u/t/a dated 10/5/72 and known as trust #LT-101 herein referred to as "Mortgagors," and Chicago Title and Trust Company, an Illinois Corporation residing in Chicago, Illinois, (herein referred to as Trustee"), witnesseth:

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

ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100----- Dollars (\$ 165,000.00), evidenced by one certain 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 P+1/2%* \$ per annum prior to maturity as follows:

P+1/2%* = 1/2% over lender's prime, floating

ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100----- Dollars (\$ 165,000.00), on DEMAND. All 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 unless paid when due shall bear interest at the rate of P+3 1/2%* per cent per annum.

P+3 1/2%* = 3 1/2% over lender's prime, floating

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

Lot 604 in Brickman Manor, First Addition, Unit No. 5, being a Subdivision in the South Half of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

Address: 1409 Barberrry, Mount Prospect, IL

Document prepared by: Brad Pierce, First National Bank of Mount Prospect, 999 N. Elmhurst Mount Prospect, IL 60056

Mail to BOX 330 - C

010-537

86537050

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 primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind 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, and all screens, window shades, storm doors and windows, awnings, lawn 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 purpose of 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 labor not expressly subordinated to the lien hereof, except taxes and other governmental assessments not overdue; (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 or charge to the holder of the Note; (4) shall complete within a reasonable time any building or building work or any other work in progress on the premises; (5) shall comply with all requirements of law or municipal ordinances 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 holder 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 mortgage or cause 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 holder 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 holder 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.

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 holder of the Note may require under policies providing payment by the insurance companies of amounts sufficient 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 holder 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 holder 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 Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payments 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 behalf of Mortgagors, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or release from any tax lien or forfeiture aforesaid premises or contract any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable 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 much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven 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 or consent 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 title or claim thereon.

6. Mortgagors shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the Note, interest on Mortgagors' unpaid indebtedness covered by this Trust Deed shall notwithstanding anything in this 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.

CHICAGO WILLS AND TRUST COMPANY, INC.
608

IMPORTANT
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 RE-CORD.

STATE OF ILLINOIS
County of ...
I, a Notary Public in and for and residing in said County, in the last aforesaid, DO HEREBY CERTIFY THAT ...

Witness the hand and seal of Notary Public, on this day and year first above written.
First National Bank of Mount Prospect, not personally, but a/t/u/t/a dated 10/5/72, and known as trust #LT-101.

1. The Trust Deed and all previous amendments, shall be binding upon the Trustee and all persons claiming under or through the Trustee, and the word "Trustee" which word herein shall include all persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not each person shall have executed the Note or the Trust Deed.
2. The Trust Deed shall remain in full force and effect until the principal amount of the Note and all interest thereon, together with any costs and charges, has been paid in full to the Trustee or its assigns.
3. The Trust Deed shall remain in full force and effect until the principal amount of the Note and all interest thereon, together with any costs and charges, has been paid in full to the Trustee or its assigns.

0637050

UNOFFICIAL COPY

Property of Cook County Clerk's Office

