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1986 DEC -2 AM 10:12

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

70-82-395 of MEGUIDE ①

THIS INDENTURE, Made September 30, 1986, between Algonquin State Bank, Algonquin, Illinois, an Illinois Banking Corporation, 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 January 2, 1981 and known as trust number 1107, herein referred to as "First Party," and

Algonquin State Bank

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 Four Hundred Thirty Four Thousand and 00/100 (\$434,000.00)

made payable to ~~BEARUCK~~ Algonquin State Bank, Algonquin Illinois and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from November 14, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10.00 per cent per annum in instalments as follows:

Three Thousand Eight Hundred Eight and 66/100 (\$3,808.66)

Dollars on the 1st day of December 1986 and

Three Thousand Eight Hundred Eight and 66/100 (\$3,808.66)

Dollars 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 November, 1991

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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 Algonquin State Bank,

Algonquin, Illinois

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THIS INSTRUMENT WAS PREPARED BY
221 S. MAIN ST.
Algonquin, Illinois
address
Shilling name

P.A. 31 W. 300 West Bartlett Road, Bartlett, IL
P.N. 06 32 201 008*

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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 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 First Party or its 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.

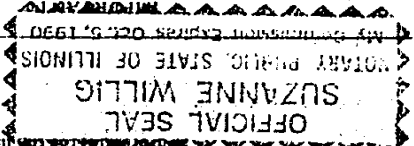
IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate 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

MAIL TO: DELIVERY INSTRUCTIONS
NAME Algonquin State Bank
STREET P. O. Box 160
CITY Algonquin, Illinois 60102
BOX 333 F-88

1300

TRUST DEED IS FILED FOR RECORD... IDENTIFIED BY THE TRUSTEE NAMED HEREIN...

herewith under Identification No. ... The instrument Note mentioned in the within Trust Deed has been identified



Given under my hand and Notarial Seal this 30th day of September, 1986

Notary Public... Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and...

Trust Officer of the Algonquin State Bank, and James J. Bertler, Sally A. Osburn, Suzanne Willig

By [Signature] Trust Officer, Y.P. Cashier

ALGONQUIN STATE BANK, ALGONQUIN, ILLINOIS, AS Trustee as aforesaid and not personally.

IN WITNESS WHEREOF, Algonquin State Bank, not personally but by its Cashier, the day and year first above written.

THIS TRUST DEED is executed by the Algonquin State Bank, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Algonquin State Bank hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the Trustee...

and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 to or expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct...

9. Trustee shall release this trust deed and it is the intent of the parties that the Trustee shall release this trust deed and it is the intent of the parties that the Trustee shall release this trust deed and it is the intent of the parties that the Trustee shall release this trust deed...

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, and any other property of the mortgagor or his estate, and the receiver shall be authorized to collect the principal and interest due on the mortgage, and to sell the premises...

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 debts and expenses incurred by the mortgagor or his estate in connection with the making of this mortgage, including attorney's fees, trustee's fees, and other expenses...

4. When the indebtedness hereby secured shall become due and payable, the mortgagor shall be obligated to pay the same to the Trustee, or to the holder of the note, and the Trustee shall be obligated to pay the same to the holder of the note...

2. The Trustee or the holders of the note hereby secured making any payment 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...

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RIDER TO TRUST DEED

Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creating of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance herewith. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower invoke any remedies permitted herein or as otherwise provided by the law.

Waiver of Right of Redemption: First party hereby irrevocably waives, releases and discharges any and all rights to redemption of the property in the event of a foreclosure.

Construction: For purposes of this instrument, "Mortgage" and "Trust Deed" are interchangeable expressions of reference to this instrument.

Prepayment: The maker hereof reserves the right of prepayment of any number of installments hereof on any installment paying date and interest on said installments ceases from the date of their payment, and said maker hereof shall have the further privilege at any time of paying this note in full, provided said maker shall pay a premium of one per cent (1%) on the original principal hereof less the required principal payments made thereon.

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That part of the Northeast Quarter of Section 32, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section 32; thence easterly along the south line of the Northeast Quarter of said Section 32, a distance of 766.16 feet for the place of beginning; thence northerly along a line that forms an angle of 88°53' to the left with the prolongation of the last-described course (this line hereafter referred to as line "A"), a distance of 300.0 feet; thence easterly parallel with the south line of said Northeast Quarter, a distance of 225.0 feet; thence southerly, parallel with line "A" as aforesaid, a distance of 300.0 feet to the south line of said Northeast Quarter; thence westerly along said south line, a distance of 225.0 feet to the place of beginning; being situated in Hanover Township, Cook County, Illinois.