



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made BERNICE E. SCHAFER, His Wife

December 4, 1986

between DOUGLAS F. SCHAFER and BERNICE E. SCHAFER, His Wife \$11,250

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Thirty-Two Thousand Five

Hundred Twenty-Two and 36/100 ----- (\$32,522.36) ----- 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 of the Mortgagors promise to pay the said principal sum of Thirty-Two Thousand Five Hundred Twenty-Two and 36/100 (\$32,522.36) on or before the 20th day of January, 1997 and to make monthly interest payments beginning on the 20th day of January, 1987 and on the 20th day of each month thereafter, to and including the 20th day of December, 1996, with payment of principal balance on the 20th day of January 1997

interest from December 4, 1986 on the principal balance from time to time unpaid at the rate of 10% per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 15% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Barrington 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 JOHN PETER CURELLI, Attorney at Law, 557-A No. Hough St., Barrington, IL 60010.

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 Barrington COUNTY OF Cook AND STATE OF ILLINOIS

The West 60 feet (as measured along the North and South lines thereof) of Lot 10 in Munday's Resubdivision of Lot 102 in County Clerk's Resubdivision of the Assessor's Division of the West 1/2 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

Permanent Index Tax Number: 01-01-126-059.

Currently the monthly interest payment will be \$271.02 per month, but mortgagor may prepay the principal in part or in full at any time without penalty; the interest payment for the following month will be adjusted accordingly based on said principal reduction. Payments are due by the 27th of each month, after which a penalty will be added as stated above.

Mortgagor may not convey, transfer or in any other way change the ownership or control of the property covered by this trust deed without the specific written consent of the lender under the note secured by this trust deed. Such action will cause the note secured by this trust deed to accelerate the existing principal and balance will be due and owing immediately.

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, 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 s and seal s of Mortgagors the day and year first above written.

DOUGLAS F. SCHAFER (SEAL) BERNICE E. SCHAFER (SEAL)

STATE OF ILLINOIS, County of Lake } I, JOHN PETER CURELLI, A duly authorized Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DOUGLAS F. SCHAFER and BERNICE E. SCHAFER, His Wife

who are personally known to me to be the same persons whose name s are 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 4th day of December, 1986 John Peter Curelli Notary Public.

1369A

1100

Barrington, Illinois 60010-3077

557 North Hough Street, Suite A

JOHN PETER CURIELLI, ATTORNEY AT LAW

THIS INSTRUMENT PREPARED BY:

342 East Hillside Avenue  
Barrington, Illinois 60010

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Assistant Secretary  
Assistant Vice President

By *[Signature]*  
CHICAGO TITLE AND TRUST COMPANY  
Identification No. *[Number]*

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT IS NOT SECURED BY THIS TRUST  
DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND  
TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS  
FILED FOR RECORD.

MAIL TO:

THE COMPANY'S, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 so insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in the company's discretion to the holders of the note, 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.

2. Mortgages shall pay before any 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 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 so insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in the company's discretion to the holders of the note, 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 herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required to 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 thereof, or redeem from any tax sale or mortgage affecting said premises or contract 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 much 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 premium rate set forth herein, and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed or any bankruptcy proceedings, to which either of the parties, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) judgments or orders of a court of competent jurisdiction, or (c) proceedings for foreclosure of such right to foreclosure security hereof, whether or not actually commenced, or (d) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the proceeds of any foreclosure sale of the premises, including all such items as are mentioned in the preceding paragraph hereof; second, all of the costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all of the items under the terms hereof contained in the schedule of items additional to that evidenced by the note, and, in addition, their heirs, legal representatives or assigns, or their rights (third, all principal and interest remaining unpaid on the note); and, in addition, any overplus to mortgages, their heirs, legal representatives or assigns, or their rights may appear.

9. 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 value of the premises or whether the same shall be occupied as a homestead or 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 mortgages, 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 proper in such cases for the protection, possession, control, management and operation of the premises during the whole or said period. The Court from time to time may authorize the receiver to apply the net income in his hands in whole or in part to: (a) The indebtedness secured hereby, or by a mortgage foreclosing this trust deed, or any tax, special assessment, or other lien which may be or become 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 a deficiency.

10. 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.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or 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, not be liable for any acts or 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.

13. Trustee shall release this trust deed and the lien hereof 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of 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 of which copy forms in substance with the description herein contained of the note and which purports to be executed by the person 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 any 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 person herein designated as the makers thereof.

14. Trustee may execute by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which the 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon mortgages and all persons liable for the payment of the indebtedness or any part thereof, and the word "Mortgages" 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 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.

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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