

86062605

This Indenture, WITNESSETH, That the Grantor JOHN K. SEBESTA, divorced and not since remarried

of the Cook City of Palatine County of Cook and State of Illinois for and in consideration of the sum of FIFTY SIX THOUSAND DOLLARS AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to THOMAS F. BOLGER Trustee of the City of McHenry County of McHenry and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, in the State of Illinois, to wit:

Unit 124 in the Willow Creek Number 7 Condominium, as delineated on a survey of the following described real estate: Lot 8, together with that part of Lot 7 described as follows. Beginning at the South West Corner of said Lot 7; thence easterly along the southerly line of Lot 7 for 200 feet; thence northwesterly 187.68 feet, more or less, to a point in the westerly line of Lot 7 that is 30 feet northeasterly of the South West Corner of Lot 7 as measured along said westerly line of Lot 7; thence southwesterly along the said west line of Lot 7 for 30 feet to the point of beginning, in Willow Creek Apartment addition, being a resubdivision of part of Willow Creek, a subdivision of part of Section 24, Township 42 North, Range 10 east of the third principal meridian, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois on December 28, 1970 as Document IR 2536651 (excepting therefrom that part thereof lying within the ingress and egress easement as shown on the aforesaid plat of Willow Creek Apartment addition) all in Cook County, Illinois, which survey is attached as Exhibit "C" to Declaration of Condominium registered with the Office of the Registrar of Titles filed as Document IR 3238055, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

justly indebted upon ONE principal promissory Note bearing even date herewith, payable to the order of Bearer in the principal sum of \$56,000.00 with interest thereon at the rate of 11-1/2% per annum, payable monthly. Grantor herein agrees to pay the sum of \$569.23 on the 10th day of each and every month beginning with March 10, 1986, said payment to include the monthly interest due. The remaining loan balance shall be due and payable three years from date of mortgage at the option of the lender or anytime thereafter on demand. Disclosures are based on 25 year amortization schedule. The existing payment schedule should be continued until demand is made by lender.

No transfer of title or possession of the property herein described will be permitted without the approval of the trustee and the holder of this note. Any such transfer will cause the note to become due and payable.

Principal and interest payable

at McHenry State Bank or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTOR covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; [2] to pay prior to the time the same become due under the law all taxes, general or special, and to exhibit receipts therefor; [3] within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; [4] that waste to said premises shall not be committed or suffered; [5] to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; [6] to keep the said property tenantable and in good repair; and [7] not to suffer any mechanics' or other lien to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 11-1/2% per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 11-1/2% per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays, for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including solicitors' fees, have been paid. The grantor waive all right to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the

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SHOR A 210445

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UNOFFICIAL COPY

Doc. No. _____

Trust deed

From _____

To _____

McHENRY COUNTY, ILLINOIS
RECORDER'S OFFICE

WILLERT H. RUSSEL
Recorder

509290598

509290598

DEPT-01 RECORDING \$12.00
T#3333 TRAN 2349 02/13/84 11:50:00
D 00 00 00 00 00 00
#717# * C # 471#

Document No. _____ filed for record in Recorder's Office of McHenry County, Illinois, at _____ o'clock, M., _____ A. D. 19 _____

My Commission expires _____ July 13 19 88

Notary Public, McHENRY, IL

_____ January _____ A. D. 19 86

Notarial seal, this _____ 21st _____ of the right of homestead _____ under my hand and _____

free and voluntary act for the uses and purposes therein set forth, including the release and waiver _____ of the foregoing instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and delivered the said instrument as _____

personally known to me to be the same person _____ whose name _____ subscribed _____ to the foregoing instrument, appeared before me this day in person and acknowledged that _____

_____ since remarried _____ a Notary Public in and for, and residing in said County, in the State aforesaid _____

By _____ Merby Verity, that JOHN K. SEBESTA, divorced and not _____ the undersigned _____ as _____

STATE OF ILLINOIS _____ COUNTY OF McHENRY _____

_____ (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL) _____ (SEAL) _____

day of _____ January _____ A. D. 19 86 _____ and seal _____ of the grantor _____ this _____ 21st _____

WITNESS the hand _____ and seal _____ of the grantor _____ this _____ 21st _____

IN THE EVENT of the death, inability, removal or absence from said _____ County of the _____

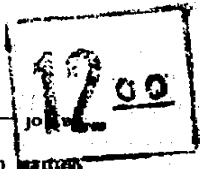
grantee, or of his refusal or failure to act, then _____ or any like cause said first successor fail or refuse to act, _____

County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, _____

And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises _____

John K. Sebesta
Notary Public
3619 V. Ave. Street
McHenry, IL 60050

Box 15



This instrument prepared by: _____

Property of Cook County Clerk's Office

such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the solicitors' fees, have been paid. The grantor waive all right to the possession of, and income from said premises, pending not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including that such expenses and disbursements shall be an additional lien upon said premises, which proceeds, whether decree of sale shall have been entered or the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; decree shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein closure hereof, including reasonable solicitor's fees, outlays, for documentary evidence, attorneys' charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof, shall be paid by the grantor. The grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at 11-1/2% per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 11-1/2% per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

THE GRANTOR and agree, as follows: [1] to pay said indebtedness, and the interest thereon, as herein set forth in said notes and coupons provided, or according to any agreement extending time of payment, [2] to pay prior to the time of maturity of said notes and coupons, the same amount as the law all taxes, general or special, and to exhibit receipts herefor; [3] within sixty days after destruction or damage to or of any buildings or improvements on said premises that may have been destroyed or damaged; [4] that waste to said premises shall not be committed or suffered; [5] to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; [6] to keep the said property tenable and in good repair; and [7] not to suffer any mechanic's lien or other lien to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantor, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid

Principal and interest payable at McHenry State Bank or such other place as the legal holder hereof may from time to time in a writing appoint.

Justly indebted upon one principal promissory Note bearing even date herewith, payable to the order of Beaer in the principal sum of \$56,000.00 with interest thereon at the rate of 11-1/2% per annum, payable monthly. Grantor herein agrees to pay the sum of \$569.23 on the 10th day of each and every month beginning with March 10, 1986, said payment to include the monthly interest due. The remaining loan balance shall be due and payable three years from date of mortgage at the option of the lender or anytime thereafter on demand. Disclosures are based on 25 year amortization schedule. The existing payment schedule should be continued until demand is made by lender. No transfer of title or possession of the property herein described will be permitted without the approval of the trustee and the holder of this note. Any such transfer will cause the note to become due and payable.

WHEREAS, The Grantor JOHN K. BESTA, divorced and not since remarried IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein. Hereby releasing and waiving all rights and by virtue of the Homestead Exemption Laws of the State of Illinois.

02-24-105-021-1023
887 E. WILLETTE
ALTAINE, ILLINOIS
Office of the Clerk

86062605

10/21
A 210445

UNOFFICIAL COPY

filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Masters' or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantee, or of his refusal or failure to act, then ORMEL J. PRUST of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County, is hereby appointed to be second successor in the trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor this 21st

day of January A. D. 19 86

John K. Sebesta (SEAL) _____ (SEAL)
JOHN K. SEBESTA (SEAL) _____ (SEAL)

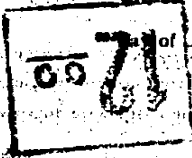
_____ (SEAL) _____ (SEAL)

STATE OF Illinois } ss. I, the undersigned
COUNTY OF McHenry

Do Hereby Certify, that JOHN K. SEBESTA, divorced and not
since remarried

is _____
personally known to me to be the same person whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 21st



Charles Kraus
Notary Public
McHenry, IL

My Commission expires July 13 19 88

Document No. _____ filed for record in Recorder's Office of McHenry County, Illinois

A. D. 19____, at _____ o'clock _____ M.,

Recorder of Deeds

This instrument prepared by June Fashon

McHenry State Bank
3510 V. Park Street
McHenry, IL 60050

Box 15

Mailto:
#17177 * C # 17177
#03335 TMAN 2566 02/13/84 11:59:00
DEPT-01 RECORDING
\$12.00

86. F261.5

Doc. No. _____
From **Trusteed**
To _____
McHENRY COUNTY, ILLINOIS
RECORDER'S OFFICE
WILLERT H. RUSSEL
Recorder
65062605