

Deliver To Recorder's Office

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made May 23 19 86, between John B. Keehan and Michelle A. Keehan, his wife, herein referred to as "Mortgagor", and HERITAGE BANK OF SCHAUMBURG

an Illinois corporation doing business in Schaumburg Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED AND NO/100----- Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to HERITAGE BANK OF SCHAUMBURG, OR ITS ASSIGN 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 9.50 per cent per annum in installments as follows:

NINE HUNDRED SEVENTY AND 35/100----- Dollars on the 1st day of July 19 86 and NINE HUNDRED SEVENTY AND 35/100----- Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June, 2016. 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 installment unless paid when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest being made payable at such banking house or trust company in Schaumburg 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 Heritage Bank of Schaumburg in said City.

NOW, THEREFORE, the Mortgagors to secure 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 3 in Block 241 in the Highlands West at Hoffman Estates XXIX, being a subdivision of the North East 1/4 of the North West 1/4 of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in the Village of Hoffman Estates, Schaumburg Township, in Cook County, Illinois, according to the Plat thereof recorded November 4, 1968 as Document No. 20366161, in Cook County, Illinois

Commonly known as: 1820 Claremont, Hoffman Estates, Illinois Permanent Tax No.: 07-09-114-003 H.W.

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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 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hands and seal of Mortgagors the day and year first above written.

(SEAL) xx John B. Keehan (SEAL) John B. Keehan (SEAL) xx Michelle A. Keehan (SEAL) Michelle A. Keehan

STATE OF ILLINOIS, County of Will } ss. I, David P. Puntney a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John B. Keehan and Michelle A. Keehan, his wife who are personally known to me to be the same person whose name 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 23rd day of May, A.D. 19 86 THIS INSTRUMENT WAS PREPARED BY: David P. Puntney NAME Heritage Bank of Schaumburg 1535 W. Schaumburg Road ADDRESS Schaumburg, IL 60194 Notary Public.

WELLS FARGO BANK OF SCHAMBURG
1535 SCHAMBURG RD.,
SCHAMBURG, ILL. 60194

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

STREET
CITY

Assistant Vice President
Assistant Secretary

by *[Signature]*

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THIS NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN
BEFORE THIS TRUST DEED IS FILED FOR RECORD.

IMPORTANT

The installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 102770

IN THE EVENT OF THE BANK'S CHANGE OF THE TITLE
TO, POSSESSION OF THE BANK'S CHANGE OF THE TITLE
PURSUANT TO THE BANK'S CHANGE OF THE TITLE
AND IN THE EVENT OF THE BANK'S CHANGE OF THE TITLE
AND IN THE EVENT OF THE BANK'S CHANGE OF THE TITLE

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1. Mortgages shall (1) promptly repair, replace or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) comply with all laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the premises and the use hereof; (4) make no material alterations in said premises except as required by law or municipal ordinance.
2. The holder of the note hereof shall be deemed to have agreed to pay in full the indebtedness secured hereby. All in compliance herewith the holder of the note shall be deemed to have agreed to pay in full the indebtedness secured hereby.
3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm and marine risks by the holder of the note hereof. The holder of the note hereof shall be deemed to have agreed to pay the cost of such insurance and to pay in full the cost of such insurance.
4. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm and marine risks by the holder of the note hereof. The holder of the note hereof shall be deemed to have agreed to pay the cost of such insurance and to pay in full the cost of such insurance.
5. The Trustee or the holder of the note hereby secured public office without incurring any expense or cost to the Trustee or the holder of the note hereof. The Trustee or the holder of the note hereby secured public office without incurring any expense or cost to the Trustee or the holder of the note hereof.
6. Mortgages shall pay each year or other period of time the interest on the note hereof, together with any principal or interest due on the note hereof, in arrears to cover the extra expense involved in handling delinquent payments.
7. When the indebtedness secured hereunder shall become due and payable, the holder of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note hereof, including attorney's fees, appraiser's fees, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note hereof.
8. The holder of the note hereof shall be deemed to have agreed to pay in full the cost of such insurance and to pay in full the cost of such insurance.
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 the filing of a bill to foreclose this trust deed, without notice, without hearing, and without any other proceedings, and the receiver shall have the right to take possession of the premises and to sell the same, and to convey the same to the purchaser thereof, and to execute all necessary documents in connection therewith, and to do all other acts and things which may be necessary or proper to carry out the purposes of this trust deed, and to execute all necessary documents in connection therewith, and to do all other acts and things which may be necessary or proper to carry out the purposes of this trust deed.
10. No action at law upon the note hereby secured shall be brought or maintained against the Trustee or the holder of the note hereof, or any provision which shall be subject to any defense which would not be good and available to the party impugning same in an action at law upon the note hereby secured.
11. Trustee or the holder of the note shall have the right to impact the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee or the holder of the note shall be obligated to record this trust deed or to execute and file a copy of this trust deed with the Recorder of Deeds of the County of Cook, Illinois, and to pay the cost of recording the same.
13. Trustee shall release this trust deed and the lien hereof, if a proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full, and that the Trustee or holder of the note hereof has no other obligations or liabilities outstanding against the Trustee or holder of the note hereof.
14. Trustee may release this trust deed and the lien hereof, if a proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full, and that the Trustee or holder of the note hereof has no other obligations or liabilities outstanding against the Trustee or holder of the note hereof.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon the Trustee, the Trustee's heirs, assigns, personal representatives, and the word "Trustee" when used herein shall include all such persons and all persons liable for the payment of the note hereof, whether or not such persons shall have executed the note or this Trust Deed.
16. In the event of the sale or transfer of the title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

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