

WHEN RECORDED MAIL TO:

SEND TAX NOTICES TO:

86218186

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST IS DATED 05-15-1986, AMONG EDWARD J. EMOND and BARBARA K. EMOND ("GRANTOR"), whose address is 1075 WARWICK CIRCLE SOUTH, HOFFMAN ESTATES, Illinois 60194; Suburban National Bank of Woodfield ("LENDER"), whose address is 600 Woodfield Drive, Schaumburg, Illinois 60195; and Suburban National Bank of Woodfield ("TRUSTEE").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed improvements and fixtures, all appurtenances, all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights) located in COOK County, State of Illinois (the "Real Property"):

LOT 39 IN BLOCK 1 IN URE ADDITION TO HOFFMAN ESTATES, BEING A SUBDIVISION OF THESOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 16 AND THE SOUTH EAST 1/4 OF THENORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1075 WARWICK CIRCLE SOUTH, HOFFMAN ESTATES, Illinois 60194

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to the income from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Income and the Personal Property described below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust.

Beneficiary. The word "Beneficiary" means Suburban National Bank of Woodfield, which also is referred to as "Lender" in this Deed of Trust.

Borrower. The word "Borrower" means EDWARD J. EMOND and BARBARA K. EMOND. The words "Borrower" and "Grantor" are used interchangeably in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and include without limitation all assignment and security interest provisions relating to the Personal Property and Income.

Grantor. The word "Grantor" means EDWARD J. EMOND and BARBARA K. EMOND. The words "Grantor" and "Borrower" are used interchangeably in this Deed of Trust.

Improvements. The word "Improvements" means without limitation all existing and future buildings, structures, facilities, additions and similar construction on the Real Property.

Income. The word "Income" means all rents, revenues, income, issues, and profits from the Real Property and the Personal Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Note. The word "Note" means that certain note or credit agreement dated 05-15-1986 in the original principal amount of \$14,000.00 from Borrower to Lender, together with all renewals of, extensions of and substitutions for the note or agreement. The currently scheduled final payment of principal and interest on the Note will be due on or before 06-14-1988. The rate of interest on the Note is subject to indexing, adjustment, rollover, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor now or subsequently attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, guarantees, security agreements, and all other documents executed in connection with this Deed of Trust or the Indebtedness, whether now or hereafter existing.

Trustee. The word "Trustee" means Suburban National Bank of Woodfield and any successor trustee.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF INCOME AND THE SECURITY INTEREST IN THE INCOME AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS AND AGREEMENTS OF GRANTOR UNDER THIS DEED OF TRUST AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS, INCLUDING ALL OBLIGATIONS AND AGREEMENTS OF GRANTOR INCORPORATED BY REFERENCE.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES: By the execution and delivery of this Deed of Trust and the Note, that provisions (1) to (16) inclusive of the fictitious deed of trust recorded in COOK County, Illinois at [redacted], which provisions are hereby adopted and incorporated in this Deed of Trust and made a part hereof as fully as though set forth in this Deed of Trust at length; that Grantor will observe and perform all of such provisions; and that the references to property, obligations, and parties

UNOFFICIAL COPY

05-15-1986

DEED OF TRUST
(Continued)

Page 2

92:01 99 NY 2

In such provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Deed of Trust. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Deed of Trust.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the income from the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer of all or any part of the Real Property, without the Lender's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein; whether legal or equitable; whether voluntary or involuntary; by outright sale; deed; installment sale contract; land contract; contract for deed; leasehold interest with a term greater than three years; lease-option contract; sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or any other method of conveyance of real property interest. If Grantor or any prospective transferee applies to Lender for consent for a transfer, Lender may require such information concerning the prospective transferee as would normally be required from a new loan applicant and may charge a transfer or assumption fee not to exceed the amount of the loan fee normally required from a new loan applicant.

PROPERTY DAMAGE INSURANCE. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a loss payable clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust, including without limitation any Notice of Default and any Notice of Sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as registered or certified mail, postage prepaid, directed to the addresses shown near the top of the first page of this Deed of Trust. Any party may change its address for notices by written notice to the other parties. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as shown near the top of the first page of this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following provisions are a part of this Deed of Trust:

Applicable Law. This Deed of Trust has been delivered to Lender in the State of Illinois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Deed of Trust and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default. The law of the State of Illinois shall control whether the Property may be sold without judicial foreclosure.

Time of Essence. Time is of the essence of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby waives and releases the benefit of the homestead exemption as to all indebtedness secured by this Deed of Trust.

Multiple Parties. If Grantor (including any and all Borrowers executing this Deed of Trust) consists of more than one person or entity, all obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor.

EACH GRANTOR ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS DEED OF TRUST AND EACH GRANTOR AGREES TO ITS TERMS. EACH GRANTOR FURTHER ACKNOWLEDGES IT HAS READ AND RECEIVED A COPY OF THE PROVISIONS FROM THE FICTITIOUS DEED OF TRUST WHICH HAVE BEEN INCORPORATED INTO THIS DEED OF TRUST.

X Edward J. Emond
EDWARD J. EMOND

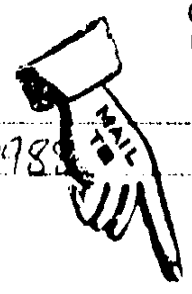
X Barbara K. Emond
BARBARA K. EMOND

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **EDWARD J. EMOND** and **BARBARA K. EMOND** to me known to be the individuals described in and who executed the Deed of Trust and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of May, 1986.
By [Signature] Residing at Sehauyburg
Notary Public in and for the State of Illinois My commission expires June 5, 1988



86218186
86-218186

11.00E