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This Indenture,

June 13th.

19,86 , between

86261135

Gustav Schmid and Nancy L. Schmid, his wife

herein referred to as "Mortgagors," and

LA GRANGE BANK & TRUST COMPANY

an Illinois corporation doing business in La Grange, Illinois, herein referred to as Trustee, witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinatter described, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of One Hundred Thirty Six Thousand and 00/100-----(\$136,000.00)-----Persona? Time Note XXXX and any and all extensions, and evidenced by 改奏 公共的 [[[]] [[]] [[]] [[] [[]] [[]] [[] of the Morgagors of even date herewith, made payable to renewals thereof

La Gr. ng Bank & Trust Company

and delivered, in and by apici, said Note, the Mongrators promise to pay the said principal sum together with interest thereon as provided in said note, said principal and interest being or notes

per the terms and tenor of the note(s)

Bank & Trust Company, La Grange, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the spid principal sum of money and any advances made by the holder of this note, and said interest in accordance with the terms, province) 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 acknowledged, do by these pressors CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, vite and interest therein,

situated, lying and being in the Village of

County of wee Cook ...

and State of Illinois

to wit:

"SEE ATTACHED"

Commonly Known Address: Route 2-Deepwood Court, Barrington Hills, Cook County, IL

P.I.N. 01-06-3-00-040-0000

which, with the property hereinaster described, is referred to herein as the "premises"

THIS INSTRUMENT WAS PREPARED BY LA GRANCE BANK & TRUST COMPANY REAL ESTATE DEPARTMENT 14 S. LA GRANGE ROAD

LA GRANGE, ILL. 60525



UNOFFIC & TRUST COMPANY
Trustee

For Installment Note

& TRUST COMPANY LA GRANGE BANK La Grange, Illinois

86 261135

JIAM

A LA GRANGE BANK

as Trustee. Identification No. La Grange Bank & Trust Company Vice President

nerewith under: within Trust Deed has been identified The Installment Note mentioned in the

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0	20			٠.	·	Trustee.	
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	• (1) - (2) - (3) - (4)	Ok	0_			Vice President	
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valuntary act, for the uses and purposes therein set forth, including release free and

Gustav Schmid and Nancy L.Schmid

before me this day in person and acknowledged that are in appeared so the foregoing Instrument, appeared

personally known to me to be the same persons

signed, sealed and delivered said Instrument as __

said, DO HEREBY CERTIFY THAT a Notary Public in and for and residing in said County, in the State afore-

and waiver of the right of homestead.

Bruce H. Green

200

COOK COUNTY RECORDER 1914年 - 1810日 0451 46725/86 15:95:96 14444年 - 1810日 0451 45725/86 15:95:96

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COUNTY OF STATE OF ILLINOIS

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and immediately due and payable, with interest thereon at the rate of 12.75 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

- 10. The proceeds of any foreclosure sate of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 11. Upon, or 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises 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 them Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and prosits, and all other possess which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the formises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands as payment in whole or in part of; (1) The indebtedness secured hereby, or by any decree 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 or or to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 12. 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 in proving same in an action at law upon the note hereby secured.
- 13. 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.
- 14. Trustee has no duty except to namine 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 unless expressly obligated by the terms hereof, nor be liable for any acts or omissions, hereunder, except to 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.
- 15. Trustee shall release this trust deed and the lie phereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been relevant and at the request of any person who shall, either before or after man rity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which represents on 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 a certificate of identification purporting to be executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a crifficate on any instrument identifying same as 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 purport, to be executed by the persons herein designated as makers thereof.
- 16. Trustee may resign by instrument in writing filed in the office of the Record 7 or Registar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to ac 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 Trustee, and any Trustee or successor shall be enable reasonable compensation for an acis performed hereunder.
- 17. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgaj ors and all person claiming under or through Mortgagors, and the word "Mortgagors" 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.
- 18. It is the intent hereof to secure the payment of the note herein described whether the entire am are shall have been advanced to the mortgagors, or to their successors in title, at the date hereof, or at a later date; or, having been advanced to the mortgagors, or to their successors in title, shall have been repaid in part and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named it is a d note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the straight. Such additional advances may be evidenced by a note or agreement executed by the mortgagors, or their successors in title. Notwinstanding any other provisions herein contained, upon presentation of the note described herein and identified herewith marked paid or cancelled, the Trustee is authorized to release this Trust Deed and the lien thereof.

Witness the hand S and seal S of Mor	rtgagoi	rs the day and year first above written.	
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(Se	cal)	Austav Schmid	(Senl)
		1) SCI	
(S	Seal)	1 Janax Deter	ne + (Seal)
10 A		Nancy L. Schmid	
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9. When the indebiedness hereby secured shall become due whether by acceleration or orderwise, holders of the note or Trustee and lasse the right to stored by or the secured shall be allowed and included as facilities in the closedose the sale all espendiness which may be paid or incuried by or on behalf of the fact or or or distributions and expenses which may be paid or incuried by or on behalf of the fact or or or or distribution to the sale all espendiness. See, appeared they, they confidence the fact of the fact

8. Moreagons shall gas each near of indebredness began mentioned, both principal and interest, when due according to the forms breed. As the option of the holders of the noise, and without resure to Mortaguers, ill impaid indebtedness secured by this first Deed shall, notwiths anothing in the first Deed shall, notwiths anothing in the noise of the total Deed shall, notwither anothing parment of any installingual of interest of the contains, become obtained shall shall occur and contains to their does in the performance of any other agreement of the Mortagues betein contained, or (c) in the event and ownership of the the interest of the noise of the contained of the interest of any other agreement of the Mortagues.

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That in the event of ownership of said property or any part thereof becomes vested in a person other they the Mortgagor, the Mortgagor, the Mortgagor, and the debt hereby secured in the stand manner as with the Mortgagor, and included to successor or many tereby secured in the stand manner as with the Mortgagor, and may forbear to sue or may extend torn for payment of the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend torn for payment of the debt hereby secured hereby without discharging or in may actions as affecting the debt hereby

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6. The finister of the holders of the note hereby secured unshing any parments hereby according to any bill, statement of estimate procured from the appropriate public of the without inquity into the according to any bill, statement or estimate procured from the appropriate public of the without inquity into the accuracy of such bill, statement or estimate of the yalichte of the public accuracy of such bill, statement or estimate of into the yalichte of claim.

waster of any right account of them on account of any default bereinder on the part of Aforgass as

5. In case of detault therein, Itustee or the holders of the not (1.a.) but need not, make any payment or perform any activemberory required of Mortgagors in any torm and manner decimely to community of the not, make full or partial payments of principal or interest on prise incumbrances, it airs, and purcha c. (softarge, compromise or settle any tax lien or other product or take or claim thereof, or redeem from any tax she or fortenure affecting said premises or contest any tax or assessment after or take or claim thereof, or redeem than any tax she or fortenure affecting the community any tax or assessment attenue to propose the normal and all expenses pair or incurred in connection thereby including accounts the top of the mortgaged premises and the lien from many accurate the formal manual payment of the mortgaged premises and the lien much additional independence of the market concerning which are in authorized may be taken, shall be so much additional independence and with independence in many accurated the considered as a secretary of the first of

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4. Moregoes shall keep all building, and in any enemy or detailer situated on said premises insured against loss or damage by fire, lightening or windstorm under policies providing tor payment by the cost of replacing or replacing the same of to pay it of has the cost of replacing or replacing the same of to pay it of damage, to tracter to the hore, and in companies paintactory to the holders of the note, under meanance policies payable, in case of loss or damage, to tracter for the benefit of the holders of the note, and the holders of the note, including the same of the same of the same of the note, and shall deliver the bolicies, including and representations of the unitarity of the note.

charges, sewer service charges, and other charges to promises when due, and shall upon written request, furnish to Trustee of to holders of the note duplicate receipts, member the note duplicate receipts, member the note duplicate and the moder protect, in the manner protected by single and the protected to holders.

of the Tritstee, or the holder and eacher of the note secured hereby, and any hen in favor of any person furnishing labor or inaterial in about said premises shall be and each respectable and subordinate to the field of this trust deed.

1. Moregagors shall pay before any per div are the general taxes, and shall pay special taxes, special assessments, water

2. Morteagoes costain, and agree that no building or improvements shall be erected or constructed on said premises, nor shall marring any building or improvements in a forestive or any premise, be sub-contible remodeled on repaired without the consent in withing of the holder are for any or are of the note secured betters, and any her in fasor of any person furnishing labor or insternal in a frost and a forty reads about a first read above and in the freedy.

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the many standard to promptly repair, restore or tolored and buildings or unprogramments that 3) bereatter on the premises and tree trom many countries and tree from the destroyed, (3) keep said premises an good condition and repair, without waste, and tree from machines are destroyed, (4) the tree from the premises of the tree hereof, (5) then bereat defined and premises which may be secured by the first event of the tree from the premises surprior to the first between the first event of the free first event of the first event event of the first event event of the first event event

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the uses and reasts becomese touch, use 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 Morganisas do berebs expressly release and warse.

10 HAVE VAD TO HOLD the premises unto the said Trustees, its successors and assigns, forever, lot the purposes, and upon

and prouts between to so long and during all such times as Moriganors may be entitled thereto (which are pledged primarily augment or atticles now or hereafter therein or thereon used to partie with said real estate and not secondarily), and all apparatus, equipment or strictles now or hereafter therein or thereon relation, surply hear, gas, an conditioning, water, light, power retrigeration (whether single units or centrally controlled), and send-and united surply their coverings, intadoor petats, stores, and windows, floor coverings, intadoor petats, stores and mindows, floor coverings, intadoor petats, stores and anidows, floor coverings, intadoor petats, stores and anidows, floor coverings, intadoor petats, stores and anidows, floor coverings, intadoor petats or not, and a second that all similar apparatus, equipment or atticles hereafter placed in the premises by the Morigagors of their net forms, or assigns shall be considered as constitutions part of the real estate.

1OGETHER with all improvements, tenements, easements, textures, and appurtenances thereto belonging, and all tents, Ques-

3. The bod reterred to the Day of described a follow:
That part of the South Erst quarter of Section 6, Township as North, Range 9 East of the Third Principal Meridian, described as follows:

Beginning at a point on the Fost line of Said South Zas Squarter of the South West quarter of said Section 6, 1120.05 feet North of the South South West quarter of said Section 6, 1120.06 feet North of the South Enst corner of said South West quarter; thence West at right angles to said East line, 161.37 feet; thence South Westerly along a curwed line having a radius of 176.0 feet and concave Northerly a distance of 170.19 feet, chord measure, said chord having a bearing of South 68 degrees 08 minutes 40 seconds West; thence North 85 degrees 35 minutes 10 seconds West along a line tangent to the last described curied line, a distance of 103.0 feet; thence South 33 degrees 20 minutes West 365.04 feet; thence South 67 degrees 10 minutes 30 seconds East, a distance of 167.53 thence South 57 degrees 10 minutes 30 seconds East, a distance of 167,53

feet to the point of beginning of the tract of land herein described; thence South parallel with the East line of said South West quarter, a distance of 711.25 feet more or less to the South line of said South West quarter; thence East along said South line 305.97 feet to a point 252.51 feet West of the South East corner of the South West quarter of said Section 6, thence North parallel with the East line of said South West quarter, 711.98 feet more or less to a point 305.97 feet South 87 degrees 10 minutes 30 seconds East of the point of beginning; thence North 87 degrees 10 minutes 30 seconds West 305.97 feet to the point of beginning ALSO

Parcel 7:

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Easement for ingress and egress for the benefit of Parcel 1 as created by deed from Chicago Title and Trust Company, as Trustee under Trust So. 34007 to George H. Van Wager and Barbara A. Van Wager dated May 1, 1974 and recorded in Cook County, Illinois on June 6, 1974 as document No. 22740262 cycr and along the private roads described or otherwise

referred to in the following documents:

1. Declaration of Ensements recorded in Kane County on June 17, 1965, as document No. 1647/58 and in Cook County, Illinois on June 15, 1965, as document No. 19495826:

Supplemental Decliration of Easements recorded in Cook County, Illinois

on December 12, 1969 as occument No. 21035921;
3. Second supplemental Declaration of Easements recorded in Kane County on December 12, 1969 as occument No. 21035921;
3. Second supplemental Declaration of Easements recorded in Kane County on April 21, 1970 as document No. 1162474 and in Cook County, Illinois on April 6, 1970 as document No. 21127458;
4. Third supplemental Declaration of Easements recorded in Cook County, Illinois on March 19, 1971, as document No. 21426418;
5. Supplemental Declaration of Fasements recorded in Cook County, Illinois on March 30, 1971, as document No. 21434950:

on March 30, 1971, as document No. 21434959;
On March 30, 1971, as document Laurence L. J. Howe and Claribel D. Howe, his wife to Villiam B. Jordan and Jean C. Jordan, his wife, dated December 10, 1971, and recorded in Cook County, Illinois on January 14, 1972 as document No. 21777455, which refers to an Ensement for ingress and egress shown on survey made by Suburban Survey Service, file No. 71-11-8-Y-1, dated

November 12, 1971;
7. Warranty Deed from David T. Sanders and Margaret Sanders, his wife, to Ruymond C. Eacdel and Dernico E. Raedel, in wife, dated D cember 23, 1960 and recorded in Cook County, Illinois on January 29, 1970 as document No. 21069627 which refers to an easement for increas and egress shown on survey made by Suburban Survey Service, file No. 55-6-U-2, dated September 8, 1958;
8. Arresment for private road made by John F. P. Farranand others dated

8. Agreement for private road made by John F. P. Farra; and others dated May 21, 1940, and recorded in Cook County, Illinois on J.ne 14, 1940 as document No. 12498335; and referred to in the deeds noted at numbers 9, 10

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11, 13 and 14 noted hereinafter,

9. Conservator's Deed from Paul M. Corbett, individual and as conservator of the estate of Barbara Bateman Corbett, also known ns Barbara Jean Corbett, to Myrtle P. Godehn dated April 2, 1963 and recorded in Cook County, Illinois April 26, 1963, as document

No. 18780445; 10, Trustee's Dead from Elizabeth Batoman and the Northern Trust Company, as Trustees to Myrtle P. Godehn dated April 9, 1963, and recorded in Cook County, Illinois on April 26, 1963 as document

No. 18780446;

11. Warranty Deed from Lawrence Ford Bateman and Charlotte H. Bateman, his wife, to Myrtle P. Godehn dated April 5, 1963 and recorded in Cook County, Illinois on April 26, 1963 as document

No. 18780447;

Warranty Deed from Lawrence Ford Bateman and Charlotte H. 12. Warranty Deed from Lawrence Ford Bateman and Charlotte H. Bateman, his wife, to Michigan Avenue National Bank of Chicago, as Trustee under Trust No. 1217, recorded in Cook County, Illinois on October 10, 1967 as document No. 20287021, which refers to an easement for ingress and egress shown on survey made by Suburban Survey Servica, file No. 63-3-36-U-12A, dated July 25, 1967; 13. Warranty Deed from Lawrence F. Bateman and Charlotte H. Bateman, his wife, to Gary-Whoston Bank, as Trustee under Trust No. 987, recorded in Cook County, Illinois on April 3, 1969 as document No. 20801178: document No. 20801178;

Grant made by Paul M. Corbett and other, dated April 19, 1950 and recorded in Cook County, Illinois on April 20, 1950 as document No. 14782392, all in Cook County, Illinois

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