

UNOFFICIAL COPY

TRUST DEED  
SINGLE PAYMENT  
FIXED RATE

87533200

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE September 26, 1987, between

ROBERT R. RECK and DARLENE M. RECK, his wife as Joint Tenants

herein referred to as "Mortgagors," and

THE FIRST NATIONAL BANK and TRUST COMPANY OF BARRINGTON, A National Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to The First National Bank and Trust Company of Barrington (herein referred to as Lender) under the Note hereinafter described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twenty-Five Thousand and No/100----- Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to The First National Bank and Trust Company of Barrington and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$ 25,000.00 of principal, plus interest at the rate of 10.75% per annum. Said note is payable on 6/20/88, the maturity date. Interest on said note will be computed based on a 365-day year for the actual number of days elapsed from date of disbursement until paid in full.

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 THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON in said City.

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 County of Cook AND STATE OF ILLINOIS.

County of Cook

AND STATE OF ILLINOIS.

Lot 17 in Marconi Construction Company's West Manor Development being a Subdivision in the West half (1/2) of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; subject to 1959 General Taxes and all restrictions and covenants now of record, and easements of record.

SEP 28 1987

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P.I.N. 12-28-311-024 K

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THIS INSTRUMENT WAS PREPARED BY  
KATHLEEN D. PEDERSON  
THE FIRST NATIONAL BANK  
& TRUST CO. OF BARRINGTON  
201 S. GROVE AVE.  
BARRINGTON, IL 60010



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 time as Mortgagors may be entitled thereto (which are pledged primarily and on a par 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, awings, 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all 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, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, 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 therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 forfeiture affecting said premises or contest 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 the rate on the note. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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5. The Trustee or the holders of the note here by a court... 6. Mortgages shall pay each item of indebtedness... 7. When the indebtedness hereby secured shall become due... 8. The proceeds of any foreclosure sale of the premises shall be distributed... 9. Upon, or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the lien or of any provision... 11. Trustee or the holder of the note shall have the right to inspect... 12. Trustee has no duty to examine the title, location, existence... 13. Trustee shall release this trust deed and the lien thereof... 14. Trustee may resign by instrument in writing filed in the office... 15. In order to provide for the payment of taxes, the undersigned... 16. This Trust Deed and all provisions hereof, shall extend to... 17. If all or any part of the Premises or an interest therein is sold...

Witness the hand and seal of Mortgagors the day and year first above written. Robert R. Reck (SEAL) Darlene M. Reck (SEAL)

STATE OF ILLINOIS I, Nanette Coughlin ss. a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT R. RECK AND DARLENE M. RECK, his wife as Joint Tenants

who are personally known to me to be the same person as whose name 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 26th day of September, A.D. 1987. Nanette Coughlin Notary Public.

My commission expires 3/29/89

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

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 9096 The First National Bank and Trust Company of Barrington, Ill., as Trustee, by Woodrow C. Griffith, Real Estate Loan Officer

NAME Woodrow C. Griffith Real Estate Loan Officer STREET THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON CITY 201 S. GROVE AVENUE BARRINGTON, IL 60010 INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2614 Scott Street Franklin Park, IL 60131

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