

**TRUST DEED  
SINGLE PAYMENT  
VARIABLE RATE**

# UNOFFICIAL COPY

872791-49

THE MASS STATEMENT OF THE MASS DISSENT

THIS INDENTURE MADE May 15

• 87 . . . . . THE FIRST NATIONAL BANK AND TRUST  
ssociation, not personally but as Trustee under  
duly recorded and delivered to said Bank in pur-  
5, 1984, and known as Trust Number 11-3269,

A National Banking Assoc. at Barrington, Illinois, has issued a certificate of deposit under the name of THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, ILLINOIS, certifying that whereinas  
Mortgagors are justly indebted to The First National Bank and Trust Company of Barrington, as referred to above, in the sum of \$35,000.00, hereinafter described and Lender of the same, the sum of \$35,000.00, in Hunders of the Name of the Plaintiff, and  
**Thirty Five Thousand and no/100-----**  
is deposited by one certain Note of the Mortgagors, for the sum of \$35,000.00, in the name of National Banking Association of Barrington and delivered in writing to Plaintiff, The First National Bank and Trust Company of Barrington, ILLINOIS, on the 35,000.00, interest at the rate of 6.00 percent per annum, from the date of delivery of this note, to the date of payment, subject to Plaintiff's demands.  
.....  
**05-15-87.** The date of due interest to be paid on the principal amount of \$35,000.00, on the date of payment, or  
from date of delivery of this note, to the date of payment, or  
from date of delivery of this note, to the date of payment, or

All of said principal and interest being payable at such bank, or at such place as Barrington Illinois, as the holders of the note may from time to time, in writing appear, and in absence of such appearance, at the office of The First National Bank and Trust Company of Barrington

NOW THEREFORE, IN WITNESS WHEREOF, the undersigned, being duly authorized by the Board of Directors of the Company, do hereby execute this instrument and witness thereto.

ANSWERING THE CALL  
AND READING THE BIBLE

કાન્દું કાન્દું

THE JOURNAL OF CLIMATE VOL. 17, NO. 10, OCTOBER 2004

Lat. 1 in

Cook

THE STATE OF TEXAS

Lot 1 in Block 14 in A.T. McIntosh and Company's Hillside addition to Barrington,  
a subdivision in the South  $\frac{1}{2}$  of Section 1 and the North  $\frac{1}{2}$  of section 12, township  
42 North, Range 9, East of the Third Principal Meridian, according to the plat  
thereof, recorded May 27, 1925, as document 8924976, in Cook County, Illinois, 15-27-99  
31242 \* B \*\*-87-279149

Permanent Index # 01014090080000

CLARK COUNTY RECORDER

# TRINITY COUNTY MORTGAGE

THIS INSTRUMENT WAS PREPARED BY

THE DOCUMENT WAS PREPARED  
BY DUSTY TRICK  
THE BARRINGTON STUDIO  
THE FOTO STUDIO OF CARRINGTON  
104 SOUTH ROCK STREET  
~~BARRINGTON~~ ILLINOIS 60010



**14**  
00

SC279149

1 HAVE AND TO HOLD him in my service as a common laborer for the sum of \$100.00 per month, to be paid to me quarterly.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. **Y**oung people should be encouraged to take part in the work of the church. This can be done by giving them opportunities to serve in various capacities, such as altar servers, ushers, and helpers in the nursery.

As a result of the above, the following recommendations are made:

1. The first method does not require any knowledge of the underlying distribution of the data. It is based on the fact that the empirical distribution function of the data is a random variable that converges to the true distribution function as the sample size increases.

**UNOFFICIAL COPY**

5. The Trustee or the holders of the note hereinafter, may make payment or otherwise relating thereto, in whole or in part, as the case may be, according to any bill, statement or estimate so used from the appropriate public office, that instrument the amount of which will be determined by estimate on the basis of any tax, assessment, sale, forfeiture, or other title or claim thereto.

6. Mortgagors shall pay each item of maintenance before it becomes due and payable, and each note according to the terms thereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid interest accrued in this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

The proceeds of any forced or resale of the premises shall be distributed among the parties in the following manner of priority. First, towards sum of all debts and expenses incident to the sale or lease proceedings including all such items as are mentioned in the note, and the balance of the amount so received amongst all other items which are due under the terms of rental contract secured by the note, and secondly, to the lessor in the manner and proportion in which he is entitled to receive payment of the amount of the rent due under the note, fourth and thereafter to the lessee in the manner and proportion in which he is entitled to receive payment of the amount of the rent due under the note. Fourth and thereafter to the lessee in the manner and proportion in which he is entitled to receive payment of the amount of the rent due under the note.

Use, or at any time after the filing of a bill to foreclose this trust deed, the owner in whom such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after notice, without notice, without regard to the date of recording of the bill of sale, or of the date of recording of this trust deed, 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as to carry on further the title to the premises, except for the collection of such receiver, will be entitled to collect rents, issues, and profits, all other charges which may be necessary to make up the expenses for the protection, possession, control, management and operation of the premises during the whole of said period. These will from time to time be paid into the receiver's hands by the trustee, or his heirs, executors, or administrators, in part of 10% of the principal sum secured hereby, or by any decree foreclosing this trust deed, or any like special assessment or other item which may be or become superior to the item named or of such decree, and such application is made prior to a foreclosure sale, or the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the law or of any provision hereof shall be subject to a defense which would not be good and available to the party interpreting same in an action at law upon the note hereby secured.

11. Trustee or the holders of the notes shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no liability among the title, location and other characteristics of the premises nor shall Trustee be obligated to record this trust deed or the vesting of any property given unless expressly obligated by the terms of this Deed. If any fiduciary interest is given hereunder except in case of arson or gross negligence or misconduct or that of the

18. Trustee shall release the trustee from liability for the breach of his/her proper instrumentality, presentation of satisfactory evidence that all undischarged secured by this trust did not receive full payment and Trustee may not incur liability or damage from any act or omission which shall occur after maturity thereof, provide and submit a statement representing that no deficiency period has been exceeded for any loan made by Trustee in accordance with the terms of the trust agreement. Where a release is requested of a trustee other than the trustee named in this instrument, such release shall be made by the trustee named in this instrument, provided that the trustee named in this instrument shall be liable for the amount of funds received, plus interest, pertaining to the account held by a prior trustee hereof prior to which he transferred the same to the trustee named in this instrument, and shall remain liable for the amount of funds received by him/her prior to the date of transfer, plus interest, to the person to whom designated as the maker thereof and where the trustee named in this instrument has received any interest or dividends, any amount so received from same will be paid back to the person to whom designated herein and may accrue at the genuine rate herein fixed or at such rate as may be agreed upon by the parties to this instrument, plus interest on the deficiency balance due to the date of transfer or contained in the note held which pertains to be exercised by the trustee named in this instrument.

14. The above-mentioned instrument will be recorded or filed in record office of the State of New York at the earliest opportunity after its execution by the Successors-in-Trust.

In The First Amendment, a person can speak freely and openly about his or her personal beliefs.

to the terms and conditions set forth in this First Deed of Deed-in-Lieu of Mortgage, and the parties hereto shall be bound by all the terms and conditions contained herein.

Mr. Dugay, you are entitled to written notices from the date the  
Agreement is signed, or from the date of the first demand.

SEE EXCEPATION  
HERE TO AND MADE A PART, HEREUP  
RECEIVED  
Attest  JAMES S. TAMM  
SHALL

THE FIRST NATIONAL BANK AND TRUST COMPANY  
OF BARKING, not personally but solely  
as Trustee u/t/a dated 11/5/84 a/k/a Tr. No.  
11-328

By:  Sheriff, Texas Officer (SEAL)

# UNOFFICIAL COPY

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INSTRUCTIONS

SEE EXCERPT  
HERETO ANSEE EXCERPT  
HERETO AND

Barrington, Illinois 60010

SAI, Yale

Barrington, Illinois 60010

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The First National Bank and  
Trust Company of Barrington

S-2

100 S. Grove Avenue

S-3

David J. Fricke, Commercial Loan Officer

S-4

100 S. Grove Avenue

S-5

John A. McChesney, Trust Officer

S-6

Jane M. Frenney, Ass't Trust Officer

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100 S. Grove Avenue

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**UNOFFICIAL COPY**

This instrument is executed by THE FIRST NATIONAL BANK AND TRUST COMPANY, a National Banking Association, not personally but officially by its Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated November 5, 1984 and known as Trust No. 11-3269 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

ATTACHED  
HEREOF

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) such and all of the representations, warranties, covenants, undertakings and agreements made by the Trustees are not made for the purpose or with the intention of binding The First National Bank and Trust Company of Barrington in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustees for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against The First National Bank and Trust Company of Barrington in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustees under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and The First National Bank and Trust Company of Barrington hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against The First National Bank and Trust Company of Barrington, on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, The First National Bank and Trust Company of Barrington has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any proprietary interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained The First National Bank and Trust Company of Barrington is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions in a mandatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Save as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

THE FIRST NATIONAL BANK AND TRUST COMPANY OF BAKERSFIELD, as Trustee as aforesaid and not personally.

Digitized by srujanika@gmail.com

Digitized by Google

DAVID J. FRICK

THIS INSTRUMENT WAS PREPARED BY

**THIS IS A LEGAL MORTGAGE**

Lot 1 In Block 14 In A.T. Martinosch And Company's Hillside Addition To Barrington, A Subdivision In The South Section 1 And The North ½ Of Section 12, Township 42 North, Range 9, East Of The Third Principal Meridian, According To The Plat thereof, Recorded May 27, 1925, As Document 8924976, In County Recorder #1242 # 35 \* -B7-279149  
Permanent Index # 01014090080000

A National Banking Association doing business in Barrington, Illinois, herein referred to as THE ASSOCIATION, WHEREAS THE  
ASSOCIATION is a justly indentured to The First National Bank and Trust Company of Barrington, herein referred to as THE TRUSTEE, witnesseth THAT, WHEREAS THE  
Mortgagors are described to the Lessor, holder or holder-borrower herein referred to as Holders of the Note, in the principal sum of  
Twenty Five Thousand and no/100-  
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 \$ 35,000.00  
interest at the rate of -2.00- per annum in excess of the Lenders prime interest Rate from time to time in effect Said note is payable  
All of said principal and interest due date interest until paid in full.  
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, Illinois, as the holders of the note  
in said City.

THIS INDENTURE, MADE May 15, 1987, between THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, a national banking association, not personally but as trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated November 5, 1984, and known as Trust Number 11-3269,

THE ABOVE SPACE FOR RECORDERS USE ONLY

SINGLE PAYMENT  
VARIABLE RATE