

87332429 **UNOFFICIAL COPY**

This Indenture Made June 8 7 3 3872 4 2 9, Between The State Bank of Woodstock, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Corporation in pursuance of a Trust Agreement dated June 5, 1987 and known as trust number 4136, herein referred to as "First Party", and THE STATE BANK OF WOODSTOCK

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

\$16.00

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the PRINCIPAL SUM OF Sixty-two thousand and no/100 (\$62,000.00) DOLLARS, made payable to BEARER

and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and herein more specifically described, the said principal sum on See attached rider:

THIS RIDER IS ATTACHED TO AND FORMS PART OF A TRUST DEED DATED JUNE 5, 1987 IN THE AMOUNT OF \$62,000.00 CONTAINING PROPERTY HELD IN THE STATE BANK OF WOODSTOCK LAND TRUST NO. 4136:

From and after 6/5/87, payment of principal and interest hereon shall be made on the 5th day of each month commencing 7/5/87 through and including June 5, 2007. Each such monthly payment shall be a fixed amount which shall be adjusted every two years, on July 5 of the years 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, and 2005 as herein set forth. Such monthly payments shall be applied first to any past due interest, then to interest currently due and owing, and if any balance of such payment is then remaining, then to the payment of the outstanding principal balance hereon. From June 5, 1987 through and including June 5, 1989, the fixed monthly payment shall be \$609.00. On or before July 5, 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, and 2005, the bank shall give written notice to the Borrower of the true outstanding principal amount of this Deed and shall set forth in such notice the monthly payment which would be necessary to amortize such outstanding principal amount over the remaining term of this Deed on a monthly payment basis equal to the Wall Street Journal quoted prime rate plus 2.0% on the date of such notice. The monthly payment calculated as aforesaid shall be the adjusted monthly payment due hereon. Any outstanding principal balance hereon shall be due and payable on June 5, 2007.

If the interest rate herein increases such that any monthly payment as set forth above is not sufficient to pay the accrued monthly interest due, then the amount of each such installment payment shall increase to the full amount of interest due.

(Commonly known as Unit 310-765 Terrace Ct. Elgin, IL) PIN #06-18-300-067-1033

Unit 312, in Lord's Park Condominium as delineated on survey of Lots 9, 10 & 12 in Lord's Park Terrace, a part of Lot 16 in County Clerk's Subdivision in the SW 1/4 of Sec. 18, Twp. 41 N, Range 9 East of the 3rd P.M., (hereinafter referred to as Parcel), which Survey is attached as Exhibit "A" to the Declaration of Condominium made by 1st Natl Bank of Elgin Tr. #1831 recorded in the Office of Recorder of Deeds of Cook Co. Illinois as Doc. #22884239; together with an undivided 3.08% interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in ~~xxxxxxx~~ said Declaration & Survey) in Cook Co. Ill. PIN #06-18-300-067-1035

Mortgagor, on behalf of himself/herself and each and every person claiming by, through, or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

HT 654-61-11

87332429

87332429

COUNTY OF McHENRY,
STATE OF ILLINOIS,

I, Marie E. Vogt
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Terrence W. Carroll, Vice
H. W. Dakin, Trust Officer
WOODSTOCK, and
President of the STATE BANK OF

of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he as custodian of the Corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as aforesaid. My Commission Expires 12/31/80

"OFFICIAL SEAL"
MARIE E. VOGT
Notary Public, State of Illinois
My Commission Expires 12/31/80

GIVEN under my hand and notarial seal, this 5th day of June A.D. 1987

Marie E. Vogt
Notary Public

This instrument prepared by: Sherry Wilbrandt for The State Bank of Woodstock P.O. Box 729 Woodstock, Il. 60098

BOX 333-11V

COCK COUNTY, ILL. 60098
FILED FOR RECORDED
20 -01 HV 81 NHC 1861

627423318

873332429

The Principal Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee.

IMPORTANT
For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by the trustee named herein before the Trust Deed is filed for record.

TRUST DEED

THE STATE BANK OF WOODSTOCK

as Trustee
To

Trustee

UNOFFICIAL COPY

THE STATE BANK OF WOODSTOCK
WOODSTOCK, ILL. 60098

Form 258

SP

UNOFFICIAL COPY

Mortgagor, on behalf of himself/herself and each and every person claiming through, or under mortgage, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

Unit #310 in Lord's Park Condominium, as delineated on survey of Lots 9, 10 & 12 in Lord's Park Terrace, a part of Lot 16 in County Clerk's Subdivision in the SW 1/4 of Sec. 18, Twp. 41 N, Range 9 East of the 3rd P.M., (hereinafter referred to as Parcel), which survey is attached as Exhibit "A" to Declaration of Condominium made by the 1st Natl Bank of Elgin, Tr. #1831, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as #22884239; together with an undivided 2.88% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois. (Commonly known as Unit 310-765 Terrace Ct. Elgin, IL) PIN #06-18-300-067-1033 Unit 312, in Lord's Park Condominium as delineated on survey of Lots 9, 10 & 12 in Lord's Park Terrace, a part of Lot 16 in County Clerk's Subdivision in the SW 1/4 of Sec. 18, Twp. 41 N, Range 9 East of the 3rd P.M., (hereinafter referred to as Parcel), which survey is attached as Exhibit "A" to the Declaration of Condominium made by 1st Natl Bank of Elgin Tr. #1831 recorded in the Office of Recorder of Deeds of Cook Co. Illinois as Doc. #22884239; together with an undivided 3.08% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook Co. 333.PIN #06-18-300-067-1035

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns the following described Real Estate

with interest thereon until maturity at the rate of _____ per centum per annum, payable semiannually or monthly on the _____ day of _____ and _____ in said City, Illinois, as the holders of the note may, made payable at such banking house or trust company in WOODSTOCK THE STATE BANK OF WOODSTOCK from time to time, in writing appoint, and in absence of such appointment, than at the office of

in said City, Illinois, as the holders of the note may, made payable at such banking house or trust company in WOODSTOCK THE STATE BANK OF WOODSTOCK from time to time, in writing appoint, and in absence of such appointment, than at the office of

in said City, Illinois, as the holders of the note may, made payable at such banking house or trust company in WOODSTOCK THE STATE BANK OF WOODSTOCK from time to time, in writing appoint, and in absence of such appointment, than at the office of

in said City, Illinois, as the holders of the note may, made payable at such banking house or trust company in WOODSTOCK THE STATE BANK OF WOODSTOCK from time to time, in writing appoint, and in absence of such appointment, than at the office of

62332429

UNOFFICIAL COPY

COUNTY OF McHENRY }
STATE OF ILLINOIS, } ss.

I, Marie E. Vogt

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Terrence W. Carroll, Vice President of the STATE BANK OF
WOODSTOCK, and H. W. Dakin, Trust Officer

of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the Corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
MARIE E. VOGT
Notary Public, State of Illinois
My Commission Expires 12/31/90

GIVEN under my hand and notarial seal, this 5th day
of June A. D. 19 87

Marie E. Vogt
Notary Public

This instrument prepared by: Sherry Wilbrandt for The State Bank of Woodstock
P.O. Box 729
Woodstock, Ill. 60098
MAIL TO: **BOX 333-IV**

The Principal Note mentioned in the within Trust Deed
has been identified herewith under Identification
No. _____

Trustee.

IMPORTANT
For the protection of both the borrower
and lender, the principal note secured by
this Trust Deed should be identified by
the trustee named herein before the
Trust Deed is filed for record.

1987 JUN 18 AM 10:32

COOK COUNTY CLERK'S OFFICE

87332429

87332429

Box _____

TRUST DEED

THE STATE BANK OF WOODSTOCK

as Trustee
To

Trustee

THE STATE BANK OF WOODSTOCK
WOODSTOCK, ILL. 60098

SP

Form 258

quoted prime rate plus 2.0% on the date of such notice. The monthly payment
calculated as aforesaid shall be the adjusted monthly payment due hereon. Any
outstanding principal balance hereon shall be due and payable on June 5, 2007.

If the interest rate herein increases such that any monthly payment as set
forth above is not sufficient to pay the accrued monthly interest due, then
the amount of each such installment payment shall increase to the full amount
of interest due.

UNOFFICIAL COPY

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.

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily, and all apparatus, equipment or articles now or hereinafter 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, awning, and water heaters. All of the foregoing are declared to be 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

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

Property of Cook County Clerk's Office

87332429

other appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily, and all apparatus, equipment or articles now or hereinafter 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, awning, and water heaters. All of the foregoing are declared to be 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

UNOFFICIAL COPY

COUNTY OF McHENRY }
STATE OF ILLINOIS, } ss.

I, Marie E. Vogt

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

Terrence W. Carroll, Vice President of the STATE BANK OF
WOODSTOCK, and H. W. Dakin, Trust Officer

of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the Corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
MARIE E. VOGT
Notary Public, State of Illinois
My Commission Expires 12/31/90

GIVEN under my hand and notarial seal, this 5th day of June A. D. 1987

Marie E. Vogt
Notary Public

This instrument prepared by: Sherry Wilbrandt for The State Bank of Woodstock
P.O. Box 729
Woodstock, Ill. 60098
MAIL TO: **BOX 333-IV**

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

Trustee.

IMPICANT

For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

1987 JUN 18 AM 10:32

COOK COUNTY CLERK'S OFFICE

87332429

87332429

Box _____

TRUST DEED

THE STATE BANK OF WOODSTOCK

as Trustee
To

Trustee

THE STATE BANK OF WOODSTOCK

WOODSTOCK, ILL. 60098

Form 258 SP

quoted prime rate plus 2.0% on the date of such notice. The monthly payment calculated as aforesaid shall be the adjusted monthly payment due hereon. Any outstanding principal balance hereon shall be due and payable on June 5, 2007.

If the interest rate herein increases such that any monthly payment as set forth above is not sufficient to pay the accrued monthly interest due, then the amount of each such installment payment shall increase to the full amount of interest due.

UNOFFICIAL COPY

7. 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.

8. Trustee has no duty to examine 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 in 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.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal note [with or without the coupons evidencing interest thereon], representing that all indebtedness hereby secured has been paid, which representation 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 hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act 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 entitled to a reasonable compensation for all acts performed hereunder.

THIS TRUST DEED is executed by The State Bank of Woodstock, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee [and said The State Bank of Woodstock, hereby warrants that it possesses full power and authority to execute this instrument], and it is expressly understood and agreed that nothing herein or in said principal note or interest contained shall be construed as creating any liability on the said First Party or on said The State Bank of Woodstock personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said The State Bank of Woodstock personally are concerned, the legal holder or holders of said principal note and interest and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, The State Bank of Woodstock, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its _____, the day and year first above written.

THE STATE BANK OF WOODSTOCK

As Trustee as aforesaid and not personally,

By _____

Terrence W. Carroll
Vice President

ATTEST _____

W. J. O'Brien

Cashier Trust Officer

