Form 84-323 Banktorms, Inc.

NOFFICIAL COPY 8 TRUST DEE

INSTALLMENT VARIABLE RATE FIXED PAYMENT

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE 05- 30-87 , between PALATINE NATIONAL BANK, a 19 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 29 NT 22 Agreement, dated April22, 1982, and known as trust number 3865.

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 One Hundred Sixty 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 \$___165_,000_00_ _of principal, payable installments of \$_2,160.00 each including interest beginning on __07-01-87 and on the same day of each successive ____month_ thereafter and a final installment of the balance of unpaid principal and interest due on ____05_30_97________Interest on said note shall accrue at the rate of __1_50__ % per annum in excess of the Lender's Prime Interest Rate from 'uni to time in effect. All installment payments received on said note shall be applied first to the payment of interest accrued to the date the installment is paid and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. Interest on said note will be computed based upon a 365-day year for the actual number of days elapsed from date of dishurances well provided for the said note will be computed based upon 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 or og nade 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 in said City, Trust Company of Barrington

NOW, THEREFORE, the Mortgagors to secure the pay nen 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 agreence is herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where of is hereby acknowledged, do by these presents CONVEY as a Mortgagor with a Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate. MIS

lying and being in the to wit:

AND STATE OF ILLINOIS

Lot 3 in Block L in W.J. Lytte
of the South East Quarter of Section
of the Third Principal Meridian, lying loum.
Railroad, in Cook County, Illinois.

Permanent Tax Number: 02-15-419-002. #A Compared to the Principal Meridian of the Third Principal Meridian, lying loum.
Railroad, in Cook County, Illinois.

Permanent Tax Number: 02-15-419-002. #A Compared to the Principal Meridian of the Third Principal Meridian Lot 3 in Block L in W.J. Lytle's Suprivision of that part of the West half of the South East Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, lying South of the Chicago and Northwestern

JUN-22-87

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

TOGETHER with all improvements, tenements, exacments, fixtures, and appartenances 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 parily with said real extate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereson used to supply heat, gas, in conditioning, water, light, power, refrigeration twhether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shales, storm doors and windows, floor coverings, inador beds, awings, stoyes and water heaters. All of the foregoing are declared to be a part of sud real extate whether physically attached therefore 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. Mortgagers 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 mechanic's 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 firm 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 oth all requirements of law or municipal ordinances with respect to the premises and the use thereof; (ii) make no material alterations in said premises except as required by law or
- 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. Morgagors shall keep all buildings and improvements now or hereafter situated on said premises financed against loss or damage by fire, lightning or windstorm under folicies 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 exidenced by the standard mortgage clause to be attached to each hereby all in case of loss or 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.
- and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 1. 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 for feiture 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 account of how on account of any default hereunder on the part of Mortgagors.

estimate procured from the appropriate bubble of the without in orry it make a curacy it such all statement or estimate in our the violity of any tax, assessment, sale, for fetture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, tecome due and payable(a) 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 indebtedness hereby secured shall become due whether have the contained.

7. When the indebtedness hereby secured shall become due whether have the contained. hay do so according to any bill, statement or nidity of any tax, assessment, sale, forfesture,

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- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guirantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title for the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate on the note 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 themshall be a party, either as plantiff, claimant or defendant, by reason of this trust deed or say indebtedness hereby secured to the progrations for the commencement of any suit for the foreclosure hereof after accural 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; 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.

 8. The proceeds of any foreed and in the party
- might affect the premises or the security hereof, whether or not actually commenced.

 8. The proceeds of any foreclosure sale 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 preceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon 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.
- Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

 9. Upon or at any time after the filing of a bill to forcelose 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 homestradur not and the Trustecher under may be appointed as another cerver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such forcehouse suit and, in case of a sale and a deferency, during the full statutory period of redemption or real, as well as during any further times when Martgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net meaning in languagement, and operation of the premises secured hereby, or by any decree forcelosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien netword or of such decree, provided such application is made prior to forcelosure sale (2) the deficiency in case of a sale and deliviency.

 10. No action for the antercempant of the lien are requiring the production as which may which and become a sale and deliviency.
- 10. 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 interposing same in an action at law upon the note hereby secured.
 - 11. Trustee or the holde's of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purp
- 12. Trustee has no duc? examine the life, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereingiven unless expressly of ligated by the terms hered, nor be liable for any acts or omostions hereunder, except in case of its own gross negligence or misconductor that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- agents or employees of Truste. and it may require indemnities satisfactory to it before exercising any power herein given.

 13. Trustee shall release it is to ust 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 end. evenue and deliver a release hereaf to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that ratin ebtedness, 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, such successor trustees the general to an independent of any person who shall either before or after maturity thereof, produce and exhibit to a successor trustee, such successor trustees to the exercise the requested of the region of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, may accept as the genuine note herein deserted of the may be presented and which conforms in substance with the description herein on tained of the note and which purports to be executed by the persons herein distinction has makers thereof.

 14. Trustee may resign by instrument in well is, field in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in a ascoling the region on insulting or refusal to set of Trust. Any Successor in Trust hereingestion, insulting or refusal to set of Trust. Any Successor in Trust hereingestion insulting or refusal to set of the original control of the region of the original control of the region of the region of the original control of the region of the original control of the region
- hereunder shall have the identical title, powers and authority as are herein given frustee, and any frusteen successor shall be entitled to reasonable compensation to all acts performed hereunder.

 15. In order to provide for the payment of taxes, the undersigned promises to pay monthly in addition to the above payments, one twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder in the property seal in the folgent of the payment of such items; (2) be carried in a borrower's tax and insurance acts untit and withfrawn by it to pay such items; (2) be carried in a borrower's tax and insurance acts untit and withfrawn by it to pay such items; (2) be carried in a borrower's tax and insurance acts untit and withfrawn by it to pay such items; (2) be carried in the same are hereby plaqued to the unit and withfrawn by it to pay such items; (2) be carried in the same are hereby plaqued toget, and then sach received, provided that the holder advances upon said obligation sums and recent the recent of the uniterestical to the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation sums and recent of the uniterestical to the uniterestical to the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation sums and recent of the uniterestical to the uni

and the Macroscours shall have not more than thirty (30) days from the date the

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STATE OF H.LIN	ois					
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		ss. a Notary Public in and for and re	siding in said	County in the State aforesai i. DC	HEREBY CERTIFY THAT	
County of)			A	
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	i i i	who personally known to me	to be the same	e person whose name st	abscribed to the foregoing In-	
		strument, appeared before me this d	ay in person a	nd acknowledged that sig	med, scale, and delivered the	
Ħ		said Instrument as free and	l voluntary ac	t, for the uses and purposes there	in set forth, including the re-	
ڋۼ		said Instrument as free and voluntary act, for the uses and purposes therein set forth, including the re- lease and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this day of A.11.19				
87339748						
•				Notary Public.		
		My commission expires				
······	T M	PORTANT			ithin Trust Deed has been identified	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.			herewith and	ter Identification No. 9008		
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDE			The First	National Bank and Trux G	Barrington, Ill.	
TIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST			+	1 MATAIR - 1/1/2	(2)	
DEED IS FILED	FOR RECO	KU.	as Trustee, b. David	Frick, Commercial	Loan Officer	
p N	AME			FOR BY ORDERS I		
E		The First National Bank		INSERT STREET AT DESCRIBED PROPE		
L ST	REET	Trust Company of Barring 201 S. Grove Avenue	ton			
<u>.</u>		Barrington, Illinois 600	10	217 W. Wil	son	
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Trustee as aloresaid, for the uses and purposes therein set forth.	•
ment as M. own free and voluntary act and as the free and voluntary act of said Bank, as	•
todian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instru-	•
get forth; and the said the said there and there acknowledged that Act, as cus-	
free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein	
ASSISTANT TRUST OFFICE . , 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 agithe	,·····
whose names are subscribed to the foregoing instrument as such	Latio Controlly, State of Hillands My Controlled Expires 11/20/90
of said Bank, who are personally known to men the same persons	Ann M. Webat-Sullivan, Hotzry Public
	"OFFICIAL SEAL"
ANDISTO TRUST THAT ISLA	***************************************
of PALATINE NATIONAL BANK, and takened p. Medonnell	
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a Notary Public, in and for said County, in the St. o. a foresaid, DO HEREBY CERTIFY, that	
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PALATINE NATIONAL BANK As Trustee as a foresaid, and not dereopally,	(C ₂ ,
	NAME OF THE OWNER O
TRUST OFFICER , the day and year first above written.	3 <i>1</i> ?
whereor, free missions and its corporate seal to be hereunto affixed and attested	d ot sinescription of
WHEREOF, PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid, has eau	22314TIW 141'
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ner herein and in said note provided or by action to enforce the personal liability of the guarantor	created in the mar
ned, the legal holder or holders of said note and the owner or owners of any indebtedness accru ok solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien her	sonany are concer sonany are concer
ter, and that so far as the First Party and its successors and said PALATINE NATIONAL BANK:	or security hereund
bility, if any, being expressly waived by Trustee and by every person now or hereafter claiming any r	tained, all such lia
any indebtedness accruing hereunder, or to perform any covenant either express or implied herein c	acerue thereon, or
and agreed that nothing herein or in said note contained shall be construed as creating any liability y or on said PALATINE NATIONAL BANK personally to pay the said note or any interest that n	boolstabhu Vissanq med tariti bies adr
K hereby warrants that it possesses full power and authority to execute this instrument), and it is	NATIONAL BAN
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the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PALATINE THIS TRUST DEED is executed by PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid in