

TRUST DEED
INSTALLMENT
VARIABLE RATE
ADJUSTABLE PAYMENT

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE November 15 1989 between Harris Bank Barrington, National Association (Formerly named The First National Bank and Trust Company of Barrington), not personally but as 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 12/8/78 and known as trust number 11-3962 herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,
WHEREAS the Mortgagors are justly indebted to Harris Bank Barrington, National Association (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 Nine Thousand Two Hundred Ninety-Two and 14/100 Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$ 109,292.14 plus interest on the balance of principal from time to time unpaid at the rate of 0 percent per annum in excess of the Lender's Prime Interest Rate from time to time in effect, payable in 97 monthly installments of \$ 1,680.00 each, except as adjusted, beginning on 12/15/89 and on the same day of each successive month thereafter. The payments will be adjusted as follows: Beginning 12/15/90 and on 15/15 of each year thereafter, the monthly payment of undersigned shall be adjusted by written notice to undersigned of the then outstanding principal balance due on said Note and shall set forth the new monthly payment necessary to amortize the outstanding principal balance over the remaining term of the Note. Undersigned's payments prior to any adjustment are insufficient to pay in full the interest due on said Note, said interest due shall be added to the principal balance due on said Note before calculation of adjusted monthly payment contemplated herein. All installment payments received on said Note shall be applied first to the payment of interest accrued to the date of 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 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 Harris Bank Barrington, N.A. in said City, Barrington, Illinois.

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, to-wit:

lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

SEE RIDER ATTACHED

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RECORDING FEE \$16.00
SEARCH FEE \$10.00
INDEX FEE \$10.00
TOTAL FEE \$36.00
COOK COUNTY RECORDER

THIS IS A COPY OF THE ORIGINAL INSTRUMENT

THIS INSTRUMENT WAS PREPARED BY
VIVIAN G. DEWITT
HARRIS BANK BARRINGTON, ILL.
201 S. GOWAN AVE.
BARRINGTON, ILL. 60015

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 parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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, under beds, awnings, 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 terms 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 be 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 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 release 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 hereby executed... estimate procured from the appropriate public officials...

6. Mortgages shall pay each item... Mortgages shall pay each item... due and payable (a) immediately in the case of default...

7. When the indebtedness hereby secured shall become due... In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

9. Upon, or at 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...

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party...

11. 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.

12. 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 execute any power...

13. 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...

14. 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...

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...

16. This Trust Deed and all promissory notes hereof shall be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof...

17. If all or any part of the Premises or an interest therein is sold, transferred by Mortgages without prior written consent of the holder of the Note secured hereby (Holder), excluding the creation of a lease or encumbrance subordinate to this mortgage...

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgages, and the Mortgages shall pay the note (with interest) from the date the notice is mailed...

8959915

SEE EXCULPATORY RIDER ATTACHED HERETO AND MADE A PART THEREOF

HARRIS BANK BARRINGTON, N.A. personally but solely as Trustee under Trust

Witness the hand and seal of Penelope M. Johns, Land Trust Officer, JOHN A. MUCHONEY, TRUST OFFICER

STATE OF ILLINOIS, County of Cook, Penelope M. Johns, Land Trust Officer, JOHN A. MUCHONEY, TRUST OFFICER

who are personally known to me to be the same persons whose names are 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...

GIVEN under my hand and Notarial Seal this 6th day of December, A.D. 19 89. My commission expires 6/22/93

This instrument is executed by HARRIS BANK BARRINGTON, National Association, a national banking association, not personally but solely as 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 12/3/89 and known as Trust No. 11-3962

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK 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 Trustee 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 HARRIS BANK 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 Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust; and HARRIS BANK 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 HARRIS BANK BARRINGTON, on account of any representations, warranties, covenants, undertakings or agreements contained in this instrument, or other 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, HARRIS BANK BARRINGTON has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything to the contrary contained herein, HARRIS BANK BARRINGTON is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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

SEE EXCULPATORY RIDER ATTACHED HERETO AND MADE A PART HEREOF

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Permanent Index Nos. 19-18-302-029
19-18-302-028

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH
NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23,
1957 AS DOCUMENT NUMBER 17017938) WITH THE SOUTH LINE OF THE NORTH 1/2
OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18; THENCE
NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND
AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0
FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID
SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST
1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A POINT OF BEGINNING;
THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE
OF 228.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE
AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT NUMBER
18618930; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE,
A DISTANCE OF 200.0 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH
SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH
WEST 1/4 OF SECTION 18, A DISTANCE OF 228.91 FEET TO A POINT 260.0
FEET WEST OF SAID RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE;
THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY
LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE
POINT OF BEGINNING (EXCEPT THE WEST 14 FEET OF SAID TRACT, AND EXCEPT
THE EAST 107.33 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF
OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18,

PARCEL 2:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH
NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23,
1957 AS DOCUMENT 17017938) WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE
SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18; THENCE
NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND
AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0
FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID
SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST
1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A PLACE OF BEGINNING;
THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE
OF 228.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE
AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT
18618930; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE,
A DISTANCE OF 200.0 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH
SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH
WEST 1/4 OF SECTION 18, A DISTANCE OF 228.91 FEET TO A POINT 260.0 FEET
WEST OF SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE;
THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY
LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE
PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18,
THE EAST 107.33 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF

PARCEL 1:

Rider to Junior Mortgage Trust Deed dated 11/15/89 in the amount of \$109,292.14.
This property is contained in Harri's Bank Barrington, N.A. Land Trust No. 11-3962.

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Property of Cook County Clerk's Office