

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Grantor s, EDWARD A. ROSA and JULIA M. ROSA, his wife

of the City of River Grove, County of Cook and State of Illinois for and in

consideration of the sum of TWENTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to Thomas F. Bolger, Trustee of the City of McHenry, County of McHenry and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, in the State of Illinois, to wit:

Unit NO. 2-E as delineated on survey of the following described parcel of real estate (hereinafter referred to as 'Parcel').

Lot 1 and the West 25.00 feet of Lot 2 in Koziol's River Grove Estates Resubdivision in the Northeast Fractional 1/4 of Section 26, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Which Plat or Survey is attached as Exhibit A to Declaration of Condominium made by Grove Towers, Inc., an Illinois Corporation filed in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22,804,658 together with an undivided 2.877 percentage interest in said Parcel (excepting from said parcel all the property and space comprising all the unites thereof as defined and set forth in said Declaration and Survey.)

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS, The Grantors, EDWARD A. ROSA and JULIA M. ROSA, his wife

justly indebted upon ONE principal promissory Note bearing even date herewith, payable to the order of Bearer in the principal sum of TWENTY-TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$22,400.00), with interest thereon at the rate of 9-1/2% per annum, payable monthly. Grantors herein agree to pay the sum of \$209.75 on the 15th day of each and every month beginning with November 15, 1990, said payment to include the monthly interest due. The remaining loan balance shall be due and payable three years from the first payment date at the option of the lender or anytime thereafter on demand. Disclosures are based on a 20 year amortization schedule. The existing payment schedule should be continued until demand is made by the lender.

No transfer of title or possession of the property herein described will be permitted without the approval of the trustee and the holder of this note. Any such transfer will cause the note to become due and payable. Principal and interest payable

at McHenry State Bank or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTORS covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; [2] to pay prior to the time the same become due under the law all taxes, general or special, and to exhibit receipts therefor; [3] within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; [4] that waste to said premises shall not be committed or suffered; [5] to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied to the liquidation of said indebtedness; [6] to keep the said property tenable and in good repair; and [7] not to suffer any mechanics or other liens to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 9.50% per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 9.50% per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof--including reasonable solicitor's fees, outlays, for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree--shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including solicitors' fees, have been paid. The grantor waive all right to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the

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Box 15

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30543709

BOX 15

UNOFFICIAL COPY

Doc. No. _____

Trust deed

From _____

To _____

McHENRY COUNTY, ILLINOIS

RECORDER'S OFFICE

WILLERT H. RUSSEL

Recorder

90543709

1990 NOV - 7 PM 1:08

Boys

MCHENRY STATE BANK
MCHENRY BY MARTHA J. HOJACKI
3510 WEST ELM STREET
MCHENRY, ILLINOIS 60050

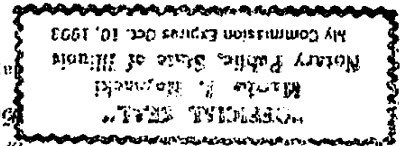
COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

_____ at _____ o'clock _____ M.

Document No. _____ filed for record in Recorder's Office of McHenry County, Illinois

My Commission expires _____ 19____



_____ of _____ October _____ 18th
_____ Notary Public
_____ under my hand and seal, this _____ 18th
_____ of the right of homestead.
_____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver
_____ he signed, sealed and delivered the said instrument as his
_____ to the foregoing instrument, appeared before me this day in person and acknowledged that
_____ personally known to me to be the same persons, whose names _____ are
_____ subscribed
_____ to his wife
_____ Edward A. Rosa and Julia M. Rosa, _____
_____ a Notary Public in and for, and residing in said County, in the State aforesaid

90543709

STATE OF Illinois }
COUNTY OF McHenry }
I, _____ the undersigned }
} ss. _____

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

day of _____ October _____ 90
A. D. 19 _____
_____ of the grantor _____ and seal _____
WITNESS the hand _____ this _____ 18th

IN THE EVENT of the death, inability, removal or absence from said _____ McHenry County of the grantee, or of his refusal or failure to act, then _____ Ormel J. Prust _____ of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County, is hereby appointed to be the second successor in the trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

filling of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receiver's expenses, including repairs, insurance premium, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the trust, or purchaser at any Master's or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.