

This Indenture, Made this 22nd day of February A.D. 19 90 between J. Barry McMahon and Barbara E McMahon, husband and wife

of the City of Rolling Meadows In the County of Cook In the State of Illinois party of the first part, and James W Martin, Jr of the County of Will, and State of Illinois, as trustee, party of the second part.

WITNESSETH THAT WHEREAS, the said

J. Barry McMahon and Barbara E McMahon, husband and wife

grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer First National Bank of Wilmington, the principal sum of Eighteen Thousand and 00/100ths dollars (\$18,000.00) together with interest on the unpaid balance from February 22, 1990 at the rate of 11.50 percent per year. Said principal balance together with accrued and unpaid interest shall be due on August 21, 1990. The undersigned may prepay this obligation in whole or part at any time without penalty. Each payment made hereunder shall be applied first to interest and the remainder, if any, to reduction of principal. Interest on the amount of credit outstanding will be paid monthly on the Twenty-second day (22nd) of each month beginning March 22, 1990. If not sooner paid, the principal balance plus any accrued interest is due August 21, 1990, or to such other date as the indebtedness may be extended from time to time.

Now therefore, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, and all future advances together with interest thereon, pursuant to the terms hereof, according to the true intent and meaning of said note and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and all lifting, heating, lighting and plumbing apparatus and other machinery and fixtures now, or that may hereafter be attached to or form a part of said premises, and everything appurtenant thereto, together with the rents, issues and profits thereof, which are hereby absolutely assigned, set over and transferred unto second party whether now due or which may hereafter become due under or by virtue of any verbal or written lease or occupancy agreement, said real estate being situated in the County of Will, in the State of Illinois, to-wit:

Lot 3 in Corner oaks Resubdivision, being a resubdivision of Lots 8, 9, 10 and 11 in Block 41 in archue T. McIntosh and Company's Palatine estates Unit No. 3, being a Subdivision of parts of Section 26 and 27 in township 42 North, range 10, East of the Third Principal Meridian, in cook County, Illinois.

PIN 02-26-302-042
4620 Angeline Court
Rolling Meadows, Illinois 60008

JUNIOR MORTGAGE

THIS INSTRUMENT WAS PREPARED BY

Charlene R. Hicks
FIRST NATIONAL BANK
WILMINGTON, ILLINOIS 60481

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part and its successors and assigns forever, for the uses and purposes and upon the trusts herein set forth and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

Grantors covenant and agree that at any time before the cancellation and release of this trust deed, said note, including the terms of repayment thereof, may from time to time be modified or amended in writing thereon by the parties liable thereon and the holder thereof to include any future advance or advances for any purpose made by the holder, at its option, to or for said parties liable thereon. This trust deed secures any and all such future advance or advances, together with the specified interest thereon, as well as the hereinbefore described principal and interest now evidenced by said note, the total principal secured not to exceed \$... at any one time. The term note as used in this trust deed includes said principal promissory note above described as so modified or amended, if the same shall be modified or amended, and nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured hereby when advanced to protect the security.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or buildings thereon or construction of any new improvement thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lightning and those hazards covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said

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legal holder, the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as its interest may appear, to suffer no liens of mechanics or material men or other claims to attach to said premises; and that as long as the indebtedness secured hereby or any part thereof shall remain unpaid said premises will not be used, leased or rented by or to anyone for the purpose of selling or serving alcoholic liquors. And in the event of the failure of said grantors to pay said taxes and assessments, or to keep said building insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants and agreements or in case of default in the payment of the note secured hereby or any installment of principal or interest therein according to the terms thereof, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises, shall be paid by the grantors; 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 grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed at costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the cost of such suit have been paid.

The grantors 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, whether there be redemption from such sale or not, and agree that upon the filing of any bill to foreclose this trust deed, the court in which such bill is filed, may at once and without notice to the said grantors or any party claiming under said grantors, and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire; and such rents, issues and profits, including those collected during such period of redemption, may be applied toward the payment of the indebtedness secured hereby, costs, taxes, insurance and other items necessary for the protection and preservation of said property.

If there be only one person designated herein as grantors, said word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed in plural, shall be read and construed as singular.

In the event of the refusal, resignation or inability of the grantee to act as trustee, the then acting Pres. of First National Bank of Wilmington is hereby appointed to be successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this 22nd day of February A.D. 1990

Barry J. McMahon (SEAL)  
Barbara E. McMahon (SEAL)

Barbara E. McMahon (SEAL)

DEPT-01 RECORDING 912 00  
TRAN 8170 03/02/90 09:19 00  
# E \* -90-097039  
COOK COUNTY RECORDER

STATE OF ILLINOIS }  
COUNTY OF WILL }

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY that Barry J McMahon and Barbara E McMahon, husband and wife

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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 22nd day of February A.D. 1990

"OFFICIAL SEAL"  
Debra L. Porter  
Notary Public, State of Illinois  
My Commission Expires 12-19-92

Debra L. Porter  
Notary Public

90097039

TRUST DEED

TO  
Trustee  
12.00

Trust No. \_\_\_\_\_  
Loan No. \_\_\_\_\_  
\$ \_\_\_\_\_ years at \_\_\_\_\_ %  
Date \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF ILLINOIS }  
County of Will }

I hereby certify that the within instrument was filed for record in the office of the Recorder of Deeds, in the County aforesaid, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Book \_\_\_\_\_ page \_\_\_\_\_  
Recorder of Deeds  
Fee, \$5.00 PAID  
MAIL TO:  
Recorder of Deeds

First National Bank of Wilmington  
417 South Water Street  
Wilmington, IL 60481

63026606

QUARTER REPUBLICAN PRINTING COMPANY