



TRUST DEED

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1991 DEC 21 10 24 AM

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 20 19 91, between Glenn P. Alexander and Judith D. Alexander, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Four Hundred Thirty-Seven Thousand Five Hundred and 00/100 (\$437,500.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Rand, Inc.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 21 1991 on the balance of principal remaining from time to time unpaid at the rate of nine 1/4 percent per annum in instalments (including principal and interest) as follows:

Three Thousand Six Hundred and 00/100 (\$3,600.00)-----Dollars or more on the 20th day of December 19 91, and Three Thousand Six Hundred and 00/100 (\$3,600.00) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of December, 2021. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of fifteen percent per annum, and all of said principal and interest being made payable at such banking house or company in Melrose Park 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 Rand Inc., 8315 W. North Avenue, Melrose Park, Illinois 60160 in said City.

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, situate, lying and being in the Village of South Barrington COUNTY OF AND STATE OF ILLINOIS, to wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

P.I.N. 01-23-308-001

Property located at: 1 Heathway, South Barrington, Illinois 60010 Prepared by Marvin H. Glick, Gottlieb and Schwartz, 200 E. Randolph Dr., Suite 6900, Chicago, Illinois 60601 (312) 819-1000

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 times 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 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, floor coverings, inador beds, awnings, stoves 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 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS my hand and seal of Mortgagors the day and year first above written. Glenn P. Alexander (SEAL) Judith D. Alexander (SEAL)

STATE OF ILLINOIS, ss. I, Richard T. Bernhart, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Glenn P. Alexander and Judith D. Alexander

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, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 20 day of December 19 91. Richard T. Bernhart Notary Public

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FOR RECORDERS AND TRUST COMPANIES
INSURE STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

MAIL TO: GOTTlieb AND SCHWARTZ
MARTIN H. Glick
111 E. Wacker Dr., Suite 2700

Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY

Identification No. 1080

sum of the indebtedness then owing on the Note referred to herein shall become due and payable.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY RECORD

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 holder of the note; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any general taxes, special 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 holder of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured; under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the note, under manager policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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 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 hereof, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder, required of Mortgages 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 lien or claim hereof, or redeem from any tax sale or foreclosure said premises or interest in any tax or assessment, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth in the note; inaction of Trustee or holder 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 Mortgages.

5. The Trustee or the holder of the note hereby secured making any payment hereunder authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of value procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim hereof.

6. Mortgages shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, as to the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim hereof, be referred to the accuracy of such bill, statement or estimate or to the holder of the note, and without inquiry into the accuracy of such bill, statement or estimate of value procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

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 same hereof. In any suit to foreclose the same 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 holder of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, nonproducers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and expenses with respect to title as Trustee or holder 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 purchased to such degree as the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre maturity rate set forth in the note, when paid or incurred by Trustee or holder of the note in connection with a foreclosure proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after actual or threatened suit or proceeding which might affect the premises or the security hereof, whether or not actual commencement of any suit for the foreclosure hereof after actual or threatened suit or proceeding which might affect the premises or the security hereof, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actual commencement of any suit for the foreclosure hereof after actual or threatened suit or proceeding which might affect the premises or the security hereof.

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 preceding paragraph hereof; second, to the holder of the note or Trustee for the amount of any principal or interest due and unpaid on the note; third, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

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. Such appointment may be made either before or after notice, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and with respect to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may, in the exercise of such receiver's powers, during the term of such receiver, issue and provide for said premises during the pendency of such suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the full period of redemption, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the period from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or (b) a special assessment or other lien which may be or become a lien on the premises or on the land hereof or of (c) a debt or other claim against the premises or on the land hereof in case of a sale and deficiency.

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 in an action at law upon the note hereby secured.

11. Trustee or the holder 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own negligence or misfeasance or that of the agents or employees of Trustee, and it may require indemnification to it before executing any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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 notes representing that all indebtedness hereby secured by a first mortgage hereof or which conform in substance with the description herein contained of the note and which purports to be placed thereon by a first mortgage hereof or which conform in substance with the description herein contained of the note and which purports to be placed thereon by a first mortgage hereof, and where the release is requested of the original trustee and it has never been executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which may be executed by the person herein designated as maker thereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and where the release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a first mortgage hereof or which conform in substance with the description herein contained of the note and which purports to be placed thereon by a first mortgage hereof, and such 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 an identification number purporting to be placed thereon by a first mortgage hereof or which conform in substance with the description herein contained of the note and which purports to be placed thereon by a first mortgage hereof, and where the release is requested of the original trustee and it has never been executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which may be executed by the person herein designated as maker thereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and 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 or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any the release deed is issued.

17. That in the event the ownership of said property of the State of Illinois shall be applicable to this trust deed in any one or more of the provisions of this trust deed, the provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed in any one or more of the provisions of this trust deed, the provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed in any one or more of the provisions of this trust deed.

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EXHIBIT A

Lot 1 in Greensward Unit One, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 23, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 01-23-308-001

Commonly known as: 1 Heath Way
South Barrington, Illinois 60010

Property of Cook County Clerk's Office

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