FORM 82-417 Illiana Financial Inc

## TRUST DEED

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INSTALLMENT FIXED RATE SIMPLE INTEREST

## USE ONLY

THIS INDENTURE, MADE

JUNE 9

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ATTENDED OF THE STATE OF

1777 G759B

ROBERT W. NADLER AND EDITH M. NADLER, HUSBAND AND WIFE

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,

A National Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth, THAT, 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 \*\*Six thousand one hundred seventeen dollars and no/00\*\*\*\* evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association \_ plus interest on the balance of principal from time to time unpaid at the rate of \_ percent per annum, payable each beginning on 07/15/92 \_\_installments of \$\_\_128.67 60 and to continue on the same day of each successive \_ MONTH thereafter except for a final installment of \$BALANCE 06/15/9/ .. 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 friend are 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 in said City, BARRINGTON IL 60010 BANK BARRINGTON, N.A.

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 its hereby acknowledgers, loby, they proven 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 situal.

COUNTY OF COOK

AND STATE OF ILLINOIS.

LOT 60 IN BLOCK 6 IN POPLAR HILLS 5/17 NUMBER 2-'D', BEING A SUBDIVISION IN THE NORTHEAST 1 OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREO' RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JULY 1, 1977 AS DOCIMENT 23995893, IN COOK COUNTY, ILLINOIS OUNT

P.I. # 01-25-201-063-0000

DEPT-01 RECORDING \$23,00 T\$6666 TRAN 2673 06/24/92 12:09:00 \$9019 \$ \*-92-458614 **‡**9019 **‡** COOK COUNTY RECORDER

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THE INSTRUMENT WAS PREPARE Beth Brewer

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

TOGETHER with all improvements, tenements, examines, 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 piedged 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 dones and windows, floor coverings, inador beds, awings, 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

## 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 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 hien not expressly subordinated to the tien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior in 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 greasonable time any buildings now rat 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 ordinances. municipal ordinance
- 2 Mortgagors shall pay before any menalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, as charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagues shall keep all buildings and improvements now or hereafter situated on said premises insured against to so 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. Lo 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 pay ment 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 reviewn from any tax sale or forfeiture affecting said premises or contest any tax us or assessment. All moneys paid of may be taken, any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys. See, 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.

  The particular of the note shall never be considered as a waiver of any right account of any default hereunder on the part of Mortgagors.

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- ers of the note to viry a ured in bing a most mathem by whom sad reiding to axes or assume to may do so according to any bill, starting to a ured to be a current of a time a wrint of a unit of any tax, assessment, sale, it estimate procured from the appr tax lien or title or claim thereof. 6. Mortgagers shall pay each item of indebtadesses 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 Mortgagers, all uspaid indebtadesse secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note. or (b) when default shall occur and continual for three days in the performance of any other agreement of the Mortgagors herein contained. 2. 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 has an auit 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 pai incurred by or on behalf of Trustee as holders of the note for attorneys fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stemagrapher's chas publication costs and casts (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 examinate guargitate policies. Torress certificates, and similar data and assurances with respect to title as Trustee or holders of the note may does to be reasonably reconstry either greatests such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All appenditures rate on the nater six is apparagraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest there are then the whon paid or inquiring by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, so which eithe them shall be a party, either as plantiff, claimant or defendant, by reason of the trust does or any indebtedness hereby secured; or (b) preparations for the commencement of any for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding wing that affect the premises or the security hereof, whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding or might affect the premises or the security hereof. Whether or not actually commenced or (c) preparations for the defense of any threatened suit or
  - The proceeds of any fereclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident release including all such items as are mentioned in the preceding paragraph hersof; second, all other items which under the terms hersof constitute sees does not all other items which under the terms hersof constitute sees does not all other items which under the terms hersof constitute sees the second in the process of the constitute of the second in the
  - 9. Upon, or at any time after the filing of a bill to foreclose the interest deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may 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 the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the solvency of such foreign and the Trustee herevender may be appointed as such receiver shall have used to elect the rents, issues and profile of said premises during the pendency of such foreign and, in case of a sale and a deficiency, during the full statisticary puried redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect generate, such as and profile, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premise during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of:(1) The indebtagoes secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree provided such application is made prior to foreclosure safe; (2) the deficiency in case of a safe and deficiency.
  - 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
    at law upon the note hereby secured. 10
    - 11. Trustee or the hold in a fit he note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purposes
  - 12. Trustee has no d'aty 'n amine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise singiven unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct of this or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
  - agents or employees of Trustee and it may require indemnites satisfactory to it before exercising any power herein given.

    13. Trustee shall release this trustee and it may require indemnites satisfactory to it before exercising any power herein given.

    13. Trustee shall release this trustee the properties of the pro

  - hereunder shall have the identical (itte, powers and nutrical) as are necessing the research and any preserve account of the identical (itte, powers and nutrical) as are necessing and hereunder.

    16. In order to provide for the payment of taxes, the "n' exigned 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 may unrescribe, so as to provide for the current year is tax obligation on the last day of each such year during the series of said obligation. The undersigned promises further to pay monthly a pro-rate share of all absessments, future hazard insurance necessments, and any other charges is not sufficient to pay said taxes, incurance as-essments, and other charges is not sufficient to undersigned promises to pay the difference upon demand. It is acreed that all such pax ments may, at the option of the holder (1) be held in trust by it without earnings for the payment of such items; (2) be carried in a borrower's tax and insurance account, the number of said independent of the holder of the holder advances upon said obligation sums suff cent to pay said terms as the same accepts and become paxalle if such numaere held in trust or carried in a borrower's tax and insurance account, the same are hereby pledged loged; or y thany where accumulation to the holder in numbers accepts and include all such persons and all presents call in the said trust.

    16. This Trust Deed and all provisions hereof, shall extend to and be "". soing upon Mortgagors and all presents claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and late persons has all fusees as excepted the note or this Trust Deed, and shall, if Mortgagor is a land trustee, specify, and practical consent of the holder or through Mortgagors, and the word "may at holder shall be reasoned by operation of a lien or encumberance subscribinate to the mortgage, this because of the paymen

ROBERT W. NA	Jolen DLER		Edan, N			(SEAI
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