

UNOFFICIAL COPY THIS IS A JUNIOR MORTGAGE

TRUST DEED
INSTALLMENT
FIXED RATE
SIMPLE INTEREST

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE JUNE 9 1992, between 92458614
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**** 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 \$ 6,117.00 plus interest on the balance of principal from time to time unpaid at the rate of 9.50 percent per annum, payable in 60 installments of \$ 128.67 each beginning on 07/15/92 and to continue on the same day of each successive MONTH thereafter except for a final installment of \$ BALANCE DUE due on 06/15/97. 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 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 IL 60010

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 their present 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, situated:

lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 60 IN BLOCK 6 IN POPLAR HILLS UNIT NUMBER 2-'D', BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JULY 1, 1977 AS DOCUMENT 23995893, IN COOK COUNTY, ILLINOIS

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
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY
Beth Brewer

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 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, 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 waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 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 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.
- 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.
- 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 monies 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.
- 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 redeem 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 attorney's 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.

\$ 23.00 E

5. The Trustee or the holders of the note hereby secured... may do so according to any bill, statement or estimate procured from the appropriate public officer...

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

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 lien 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...

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 sale, without notice...

10. 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 action at law upon the note hereby secured.

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 exercise any power herein given unless expressly obligated by the terms hereof...

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. In case of the resignation, inability or refusal to act of Trustee...

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 provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons...

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

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagors, and the Mortgagors shall have not more than thirty (30) days from the date the notice is mailed within which to pay the sums declared due...

Witness the hand of _____ and seal _____ of Mortgagors the day and year first above written

Robert W. Nadler (SEAL) Edith M. Nadler (SEAL)
ROBERT W. NADLER (SEAL) EDITH M. NADLER (SEAL)

STATE OF ILLINOIS I, BETH A. BREWER
as a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook ROBERT W. NADLER AND EDITH M. NADER, HIS WIFE

who ARE personally known to me to be the same person S whose name S, subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the "OFFICIAL SEAL" 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.

Notary Public, State of Illinois My Commission Expires 6/22/92
under my hand and Notarial Seal this 10th day of JUNE, A.D. 19 92
Beth A. Brewer Notary Public.

My commission expires 6-22-92

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Note mentioned in the within Trust Deed has been identified herewith under Identification No 100315
Harris Bank Barrington, National Association of Barrington, IL
as Trustee, by Beth Brewer, Asst. Vice President

D NAME HARRIS BANK BARRINGTON, N.A.
E STREET 201 SO. GROVE AVENUE
L CITY BARRINGTON IL 60010
I
V
E
R
Y INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1769 Burr Ridge
Hoffman Estates, IL 60195

92-58614