

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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RECORDING
INDEXED
BOOK (COUNT) RECORD

Harris Bank Barrington, National Association,
THIS INDENTURE WITNESSETH that formerly First National
Bank & Trust Company, as trustee u/t/a dtd. 7/7/87
a/k/a Trust # 11-3878
(hereinafter called the Grantor), of
903 Summit Drive, Barrington, IL 60010
(City and State)

for and in consideration of the sum of Seventy four thousand six
hundred twenty six and 25/100----- Dollars
in hand paid, CONVEY AND WARRANT XXXXXXXX quit claim to
Firststar North Shore Bank
of 1819 Lake Cook Road, Northbrook, IL 60062
(City and State)

as Trustee, and to his successors in trust hereinafter named, the following described real
estate, with the improvements thereon, including all heating, air conditioning, 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
and State of Illinois, to-wit:
Lot 1 in block 10 Arthur T. McIntosh and Company's Hillside Addition to Barrington, being
a Subdivision in the South 1/2 of Section 1 and the North 1/2 of Section 12, Township 42
North, Range 9 East of the Third Principal Meridian, according to the plat thereof
recorded May 27, 1925 as Document 8924976, in Cook County, Illinois,
and any renewals, extensions, or substitutions thereof.

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

Permanent Real Estate Index Number(s) 01-01-405-002-0000
Address(es) of premises: 903 Summit Drive, Barrington, IL 60010

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable
Principal at Maturity, July 1st, 1993 and interest monthly beginning August 1st, 1992
at a rate of Prime + 2.00%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to the land or residue of buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed or incurred, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who shall hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the Trustee of Mortgagee, and second, to the Trustee herein as then interests may appear, which policies shall be left and remain with the said mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or a charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements of the Grantor, the holder 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 _____ per cent per annum, shall be recoverable by foreclosure by deed, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, photographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All 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 proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release a verdict given, until all such expenses and disbursements, and the costs of such proceeding including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, and all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is First National Bank & Trust Company as trustee u/t/a dtd. 7/7/87
a/k/a Trust # 11-3878

IN THE EVENT of the death or removal from office of the Grantor, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be 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 second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to 1991 property taxes and subsequent years.

Witness the hand and seal of the Grantor this 7th day of July, 1992.
Harris Bank, National Association, formerly First National Bank & Trust Company of Barrington as Trustee u/t/a dtd. 7/7/87 a/k/a Trust # 11-3878

ATTEST: JANE M. FEENEY, TRUST OFFICER
Margaret W. Donnelly, Land Trust Officer

This instrument was prepared by Lara Druktanis for Firststar North Shore Bank, 1819 Lake Cook Rd Northbrook IL 60062

THIS MORTGAGE IS A SECOND MORTGAGE

92510635

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STATE OF ILLINOIS)
COUNTY OF COOK) 55.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret W. Downey, Land Trust Officer and JANE E. FEENEY, TRUST OFFICER of HARRIS BANK BARRINGTON, N.A. personally known to me to be the same person^s whose name^s 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 official seal this 8th day of July, 1992.

(Impress Seal Here)

Lorrie A. Delahunt
Notary Public

Commission Expires



This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 7, 1987 and known as Trust no. 11-3878 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such trustee:

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee and made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or from said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

SEE EXCULPATORY PARAGRAPH HERE TO AND

ATTACHED RI HEREOF

50001526

BOX No.

SECOND MORTGAGE
Trust Deed

TO

Mail To:

Firstar North Shore Bank
1819 Lake Cook Rd.
Northbrook, IL 60062

GEORGE E. COLE
LEGAL FORMS