

UNOFFICIAL COPY**TRUST DEED****INSTALLMENT****FIXED RATE****SIMPLE INTEREST****92527337**

CHICAGO, ILLINOIS

JULY 10, 1992

THE ABOVE SPACE FOR RECORDED USE ONLY

THIS INDENTURE, MADE

July 10,

19 92, between

Jonny H. Johansson and Esther Dea Johansson (J)

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, and Lender is the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ~~100~~ One Thousand and ~~00/100~~ ~~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 \$60000.00 plus interest on the balance of principal from time to time unpaid at the rate of ~~9.50~~ percent per annum, payable in ~~60~~ monthly installments of \$1266.04 each, thereby beginning on 08/10/92, and to continue on the same day of each successive month until thereafter except for a final installment of \$balance due, due on ~~02/12/99~~. 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 do severally pay and discharge the principal sum of money and interest now in arrears with the terms, provisions and limitations of this instrument, and the performance of the covenants and agreements to be performed, and upon consideration of the sum of the principal and all of their estate right title and interest therein, make

lying and being in the
town of

COUNTY OF COOK

AND STATE OF ILLINOIS,

Lot Thirteen (13) in Block Two (2) in Landwehr's Addition to Barrington, a Subdivision in the North Half ($\frac{1}{2}$) of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

P.L # 01-01-216-013
Common Address: 607 Prairie Ave,
Barrington, IL 60010

THIS INSTRUMENT WAS PREPARED BY
GLEN ELLIS EDWARDS
HARRIS BANK BARRINGTON, N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long as during all such time as Mortgagors may be entitled thereto which are placed primarily on or in a party wall and real estate and not on land only and otherwise than in an amount in which now or hereafter thereon or thereon or to apply in at $\frac{1}{2}$ of the cost of repairing, water, light, power, refrigeration, telephone, single units or centrally controlled gas, ventilation, including (without restricting the foregoing) curtains, window shades, storm doors and windows, floor coverings, indoor beds, awnings, clotheslines and water fixtures. And the following are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar separate equipment or articles hereafter placed on the premises by the mortgagor 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 purpose, and upon the use 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:

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvement 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 noxious fumes or other injurious stains for the period expressly set forth in the Note hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises, except to the holder 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.

2. 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning, or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing 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 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 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 date of expiration.

4. 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 or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax, lien or other prior liens or claims thereon or redeem from any tax sale or foreclose affecting said premises or contest any tax or assessment. All money paid for any of the above purposes, herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or the holders of the note in the purchase of the mortgaged premises and the holder of the note, in making compensation to Trustee for such matter, in manner which action herein authorized may be taken, shall be so much additional indebtedness created 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 according to them on account of any default hereunder on the part of Mortgagors.

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6. The Trustee or the holders of the note hereby secured making any payment he deems authorized relating to taxes or assessments, may do so according to any full statement or estimate 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, forfeiture, tax lien or title or claim thereto.

7. Mortgagors shall pay each item of indebtedness 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed notwithstanding anything in the note or in this Trust Deed to the contrary, becoming due and payable or immediately in the case of default in making payment of any installment of principal or interest on the note, or if when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

8. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, attorney's charges, publication costs and costs (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 examinations, guarantee policies, Torrens certificate, and similar data and assurance with respect to title as Trustee or holders 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 had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at the rate on the note when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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 accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, an account of all costs and expenses incident to the foreclosure proceedings including all attorney's fees mentioned in the preceding paragraph hereto; second, all other items which under the terms of this note constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 issue, without notice, without regard to the solvent or insolvent of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be a redemption or not, as well as during any further times when Mortgagors, except for the intervention of a trustee, ever would be entitled to collect such rents, issues and profits, or all other powers which may be necessary or useful in such cases for the protection, possession, control, management and operation of the premises 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 indebtedness secured hereby, or by any debt or encumbrance on this trust deed, or (2) the deficiency in case of a sale and debt, etc.

11. No action for the enforcement of the honor of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in action at law upon the note hereby.

12. Trustees of 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.

13. Trustee has authority to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to regard this trust deed or to exercise any power herein given unless expressly obligated by the person so far as not to be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

14. Trustee shall release this trust deed and/or thereafter 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/or release herefrom to the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness thereby secured has been paid, which representation Trustee may accept at face 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 a copy of the date of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the maker thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which may purport to be executed by the persons herein designated as makers thereof.

15. Trustees may resign by reason of ceasing to be the trustee in the Resale or Reversion of Titles in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Receiver of Funds of the county in which the premises are situated shall be successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. In order to provide for the payment of taxes, the undersigned agrees 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 prescribe, to provide for the current year tax obligation on the last day of each year during the term of said obligation. The undesignated portion of their to pay monthly a proportionate amount of assessments, future hazard insurance premiums, and any other charges that may accrue against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments and other charges, not sufficient, the undesignated portions to pay the difference as apportioned. It is agreed that all such payments made at the option of the holder (1) be held in trust by it without earnings for the payment of such taxes, (2) be carried in a borrower's tax and insurance account and (3) be held in trust by it to pay such debts (4) be credited to the unpaid balance of said indebtedness as received, provided that the holder advance upon said obligations sums sufficient to pay such taxes as the same accrue on the date payable. If such sums are held in trust or carried in a borrower's tax and insurance account, the same are hereby pledged together with any other account of the undersigned with the holder to further secure said indebtedness and any my of the holder is authorized to withdraw the same for payment as charged or billed without further inquiry.

17. If Holder any part of the Premises or an interest therein sold or transferred by Mortgagor, (a) prior or written consent of the holder of the Note secured hereby (Holder), excluding the creation of a life or endowment subdivision in this mortgage, or the creation of joint tenancy or co-ownership, severally interest for house hold appliances, (b) transfer by devise, descent or by operation of law, (c) on the death of a joint tenant or if the grant of any leasehold interest of five (5) years or less not containing an option to purchase. Holder may, at Holder's option, decline all the sums secured by this Mortgage to become freely due and payable, and/or shall have waived such option to decline if prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this Mortgage shall be at such rate Holder shall request. Holder has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted to writing by Holder, Holder shall release Mortgagor from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagor, and the Mortgagors shall have no more than thirty (30) days from the date the notice is mailed within which to pay the sum declared due. If Mortgagors fail to pay such sum prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

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

Jenny B. Johansen (SEAL) *Esther Dea Johansen* (SEAL)
Jeanette B. Evans (SEAL) (SEAL)

STATE OF ILLINOIS

I, Jeanette B. Evans

County of COOK, ss. a Notary Public or and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT

who are personally known to me to be the same person as whose name is 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.

"OFFICIAL SEAL
JEANETTE B. EVANS
Notary Public, State of Illinois
My Commission Expires 6/8/95

Under my hand and Notarial Seal this 10th day of July, A.D. 1992.

My commission expires 06-08-95

Notary Public

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. 1312123

Harris Bank Barrington, National Association of Barrington, IL
as Trustee by Diana Jonske, Personal Banking Officer

| | | |
|--------------|--------|----------------------------|
| D | NAME | Harris Bank Barrington, IL |
| E | STREET | 201 S. Grove Ave. |
| L | CITY | Barrington, IL 60010-4493 |
| V | | |
| E | | |
| R | | |
| Y | | |
| INSTRUCTIONS | | OR |

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

607 Prairie Ave.

Barrington, IL 60010