

UNOFFICIAL COPY

TRUST DEED

INSTALLMENT

FIXED RATE

SIMPLE INTEREST

92527837

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE July 10, 1992, between

Jenny H. Johanson and Esther Dea Johanson (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, said Lender or the legal holder or holders being herein referred to as Holders of this Note, in the principal sum of \$126,000.00 and (00/100) 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 \$126,000.00 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 \$2,100.00 each beginning on 08/10/92 and to continue on the same day of each successive month thereafter except for a final installment of \$ balance due due on 07/12/99. 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 in view of the payment of the full principal sum of money and of interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements hereon contained by the Mortgagors, have caused this instrument to be signed and sealed and attested in the presence of the undersigned, and all of their estate, title and interest therein, to be duly recorded in the public records of Cook County, Illinois, to wit:

County of COOK AND STATE OF ILLINOIS

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

Handwritten signatures and stamps including 'HARRIS BANK' and 'MORTGAGE'.

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

THIS INSTRUMENT WAS PREPARED BY HARRIS BANK BARRINGTON, N.A. BARRINGTON, ILLINOIS 60010

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

TOGETHER with all improvements, tenements, appurtenances, fixtures and appurtenances thereto belonging, and all rents, issues and profits, the real estate and during all such time as Mortgagors may be entitled thereto which are placed primarily and first and foremost with and made state and not secondarily and all apparatus, machinery and all other now or hereafter thereon or thereon of to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation including (without restricting the foregoing) electric, window shades, storm doors, and windows, doors, ranges, hood hoods, awning covers 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 on the premises by the mortgagor or their successors or assigns shall be considered a 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 hereinafter set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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 promptly repair, restore or rebuild any building or improvements now or hereafter situated on the premises which may become damaged or be destroyed, or keep said premises in good condition and repair, without waste, and free from fire hazard or other hazard, claims for fire and all other claims, and shall pay when due any indebtedness which may be secured by a lien or charge on the premises appertaining to the hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge to the holder of the note, at the time any building or buildings now or at any time in process of erection upon and premises hereon comply with all requirements of law or municipal ordinances with respect to the premises and the hereof. (6) make no material alterations in said premises or in part thereof, 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. In event of 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 building, 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 moneys sufficient other to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All insurance policies shall be issued by the holder 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 to all policies, including additional and renewal policies, to holder 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 hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder 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 claim thereon or redeem from any tax or 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the hereof, shall be deemed compensation to Trustee for each matter concerning which action hereon 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. The actions 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.

Handwritten initials or signature.

