

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 15 1992, between

Roy A. Wilken and Luane K. Wilken, his wife
herein referred to as "Mortgagors," and Independent Trust Corporation, an Illinois corporation doing business in
Lombard, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Sixty One Thousand Eight Hundred and no/100ths (\$61,800.00) ----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from September 15, 1992 on the balance of principal remaining from time to time unpaid at the rate
of 7.375 percent per annum in instalments (including principal and interest) as follows:

Five Hundred Twelve and 12/100ths (\$512.12) ----- Dollars or more on the First day
of November 1992, and Five Hundred Twelve and 12/100ths ----- Dollars or more on
the First day of each month thereafter until said note is fully paid except that the final payment of principal
and interest, if not sooner paid, shall be due on the First day of October, 2012. All such payments on
account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the
remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate
of 10.375 per annum, and all of said principal and interest being made payable at such banking house or trust
company in Downers Grove, 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 Concordia Mutual Life Association
in said City, 3041 Woodcreek Dr., Downers Grove, Ill 60515

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 these
presents 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, situate, lying and being in COOK COUNTY OF
AND STATE OF ILLINOIS

LOT 6 IN BLOCK 125 IN HOFFMAN ESTATES X, BEING A SUBDIVISION
OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; PART OF THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2, THE
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE ABOVE DESCRIBED
PROPERTY WHICH LIES NORTH OF THE SOUTH LINE OF HIGGINS ROAD)
TOGETHER WITH RESUBDIVISION OF PART OF LOT 1 OF BLOCK 22 IN
HOFFMAN ESTATES II, BEING A SUBDIVISION OF THAT PART OF LOT
1 LYING SOUTH OF HIGGINS ROAD (AS THE ROAD EXISTED ON
AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE
THIRD PRINCIPAL MERIDIAN AND THE NORTH 1/2 OF THE SOUTHEAST
1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Per _____ an Estates
92725975
2 profits
said real
estate, all
things there
on or
therein

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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of
this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,
successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.
Roy A. Wilken (SEAL) Luane K. Wilken (SEAL)
Roy A. Wilken Luane K. Wilken (SEAL)

STATE OF ILLINOIS, I, Richard Wilken
County of Cook SS. a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
THAT: Roy A. Wilken and Luane K. Wilken
who _____ persons I know to be the same person, whose name they 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.
Given under my hand and Notarial Seal this 15th day of Sept 1992
Richard Wilken Notary Public

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1. Mortgagors shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good repair and repair, without cost, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) 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 said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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, 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.

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 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. 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.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate as to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. 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 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 continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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. In any suit 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 paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees; Trustee's fees, appraiser's fees, costs for documentary and expert evidence, stenographers' 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, title insurance policies, Torrens certificates, and similar data and assurances 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 or 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to 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, or the 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.

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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof 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.

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, without regard to the solvency or insolvency 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 homestead 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 a deficiency, during the full statutory period of 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 such rents, issues and profits, and all other powers which may be necessary or are usual 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: (a) The indebtedness 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 sale; (b) the deficiency in case of a sale and deficiency.

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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given 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 or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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, and Trustee may execute and deliver a release hereof, as and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true 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 an identification number purporting to be placed thereon 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 makers thereof, and where the release is requested of the original trustee, and it has never placed its identification number on 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 purports to be executed by the persons herein designated as makers thereof.

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, the then Recorder of Deeds 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 Trustee.

15. This Trust Deed and the provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and all persons claiming under or through Mortgagors when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

~~Rider comprising Paragraphs 17-21 is attached hereto and incorporated herein~~

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY INDEPENDENT TRUST CORPORATION, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. 9413
INDEPENDENT TRUST CORPORATION, Trustee
By: [Signature] Trust Officer

MAIL TO: H. Thrup
111 E. Toussie Ave #1604
Mt. Prospect, IL 60056

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
505 Aberdeen
Hoffman Estates, IL
60194

UNOFFICIAL COPY

Trust Deed - Individual Mortgage - Secures One Instrument Note with Interest Income in Payment

Notary Seal

Notary Public

Given under my hand and Notary Seal this 15th day of September 1992... voluntarily act, for the use and purpose therein set forth... signed, sealed and delivered the said Instrument as free and

who personally known to me to be the same person... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

STATE OF ILLINOIS, County of Cook, Notary Public in and for said County, with State Seal, DO HEREBY CERTIFY THAT

Witness the hand and seal of Mortgagors the day and year first above written. Roy A. Wilken, Luane K. Wilken

successors and assigns. This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, free from all rights and benefits the Mortgagors do hereby expressly release and waive.

Permanent tax number: 07-14-310-006 Commonly known as: 505 Aberdeen, Hoffman Estates 60194

COOK COUNTY CLERK'S OFFICE

WR 51319605

and delivered, in and by which said Note the Mortgagors promise to pay the balance of... from September 15, 1992... of 7.875... interest

THIS INDENTURE, made September 15 1992, between Roy A. Wilken and Luane K. Wilken, his wife herein referred to as "Mortgagors," and Independent Trust Corporation, an Illinois corporation doing business in Lombard, Illinois, herein referred to as TRUSTEE, witnesses:

Sixty One Thousand Eight Hundred and no/100ths (\$61,800.00) Dollars, evidenced by one certain Instrument Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAKER

legal holder or holder being herein referred to as Holders of the Note, in the principal sum of

THE ABOVE SPACE FOR RECORDER'S USE ONLY

92725975

TRUST DEED

92725975

with the... Association

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THIS INSTRUMENT IS ATTACHED TO AND FORMS A PART OF A TRUST DEED DATED SEPTEMBER 15, 1961 IN THE AMOUNT OF \$100,000.00 AND SIGNED BY ROY A. WILKEN AND MARIE E. WILKEN, HIS WIFE, HEREBINAFTER MORTGAGOR'S.

17. The Mortgagor may prepay the indebtedness secured hereby at any time without penalty.

18. Monthly installments of principal and interest as set forth herein and in the Note secured hereby are due on the first (1st) day of each month. Any monthly installment of principal and interest not received by the Holder on or before the fifteenth (15th) day of the month in which such installment is due shall incur a late payment penalty of five percent (5%) of the principal and interest of such delinquent installment.

19. In the event the Mortgagor, or in the event the Mortgagor is a land trust, the beneficiary thereof, shall otherwise suffer or permit its or his legal, equitable, or beneficial interest in the mortgaged Premises to become vested in or become encumbered by any person or persons, firm or corporation who was not, at the date of execution of this Trust Deed, so vested with a legal, equitable, or beneficial interest in the mortgaged Premises, or the holder of a note secured by an encumbrance on the mortgaged Premises, then, and in any such event, unless the same shall be done with the prior written consent of the Holder, the happening thereof shall constitute a default hereunder, and thereupon the Holder shall be authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby to be immediately due and payable.

20. In order to provide for the payment of the taxes levied and assessed against the property herein described, including both general taxes and assessments, and in order to provide for the payment of the annual hazard insurance premiums, the Mortgagor further covenants and agrees to deposit with the Holder or such other depository as may be from time to time designated in writing by the Holder, on the respective dates when the installments of principal and interest are payable, an amount equal to one-twelfth (1/12th) of the annual taxes levied against

7-12-98
Identification No. 9413

INDEPENDENT TRUST CORPORATION, Trustee

By: 

Trust Officer

92725975

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The premium shall equal the amount of 100% of the annual actual insurance premium, as reasonably estimated by the Holder, so that the Holder shall have, not less than thirty (30) days prior to the due date of any installment of taxes or of any insurance premium, sufficient funds to pay the taxes or insurance premium. In addition, at the time of payment by the Holder of the independent secured hereby, Mortgages shall deposit with the Holder an amount which, when added to unexpended tax and insurance reserve deposits shall equal the sum of 100% of the actual taxes and insurance premium levied against the Mortgages plus interest of 10% on such amount. In the event such monies are insufficient to pay in full, any installment of taxes or insurance, the Mortgages agree to pay the difference and the Holder is hereby authorized to apply such monies in payment of such taxes or insurance as herebefore provided, so long as the Mortgages are not in default under the Note or any provision hereof, otherwise to apply same in payment of any obligation of the Mortgages under the Note or this Trust Deed. The Holder shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall it incur any personal liability for any such monies so committed to its care hereunder. It is agreed that all such payments shall be applied by the Holder without earnings accruing thereon and shall be applied from time to time by the Holder to pay such items. Mortgages agree that the Holder shall not be required to carry said items separately from its general funds.

31. The terms of the Note secured by this Trust Deed are hereby incorporated herein by reference and are specifically made a part hereof and shall be binding upon the Mortgages, its successors and assigns.

Roy A. Wilke
ROY A. WILKIN

Frank E. Wilken
FRANK E. WILKEN

7-19-92
Identification NO 9413

INDEPENDENT TRUST CORPORATION, Trustee

BY: [Signature]
Trust Officer

92725975

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS PAGE IS ATTACHED AS EXHIBIT A
PART OF AN INSTRUMENT DATED
SEPTEMBER 14, 1931 IN THE AMOUNT OF
\$100,000 AND SIGNED BY ROY A. WILSON
AND IRVING H. WILSON, HIS WIFE.
HEREINAFTER REFERRED TO AS

1. The Trust may prepay the indebtedness secured hereby at
any time without penalty.

2. Monthly installments of principal and interest as set forth
herein and as the Trust deed securing this Note are due on the
first day of each month. Any monthly installment of
principal and interest not received by the Holder on or before
the fifteenth day of the month in which such installment is
due shall incur a late payment penalty of five percent (5%) of
the principal and interest of such installment.

3. The Noteholder, in addition to the payments above provided,
shall pay with each monthly installment of principal and interest
due as above, a tax and amount to serve payment as more fully
set forth in the Trust deed securing this Note.

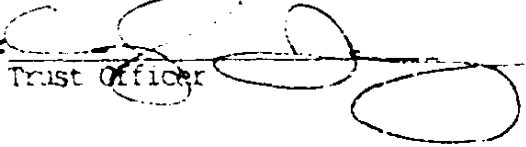
4. The terms of the Trust deed securing this Instrument Note and
the Trust deed referred to herein are hereby by reference
and specifically made a part hereof, and it is the provision that
the provisions described in said Trust deed shall not be null or
void and shall remain in full force and effect until the written
consent of the Holder of this Note as provided in said Trust
deed, and shall be binding upon the Trustee, its assigns and
successors.

Roy A. Wilson
ROY A. WILSON

Irving H. Wilson
IRVING H. WILSON

Identification No. 9413

INDEPENDENT TRUST CORPORATION, Trustee

By: 
Trust Officer

92725975