17:101:00

\$22,50

6294479



68SS

TRUST DEED

	Chicago, Illinois, herein referred to as TRUSTEE, w
TITLE AND TRUST COMPANY, an Illinois corporation doing business	netein teletred to as "Mortgagots," and CHICAGO."
	8SS2 redimin
agreement dated July 25 1990 and known as trust	Palatine, as trustee under trust
19 92 , between Suburban National Bank of	THIS INDENTURE, made December 8.
THE YBOVE SPACE FOR RECORDER'S USE ONLY	E£ OTTO

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein Twenty three thousand seven hundred thirty two and 41/100 Dollars, legal holder or holders being herein referred to us Holders of the Mote, in the principal sum of

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hareinafter described, said

and delivered, in and by which said Note the Mortgagora promise to pay the sum of 23,732,41 ni teataful gnibulord

Five hundred seventy seven and OO/100**** instaiments as follows:

NOW, THEREFORE, the "cottagens to secure the payment of the said sum of money in accordance with the terms, provisions and finitation or this trust deed and the performance of the coverants and agreements here being the contideration of the trust of the contrained, and therefore this trust of the contrained, and therefore the contrained of the contrain the same day of each month theresties until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the Lath day of Decement 19 no sooner paid, shall be due on the of January (19 92, and Five hundred seventy seven and (XO/100 pollars or more on the

May 21, 1962 as document 18480176 in Cook County Illinois plat thereof recorded in the recorder's office of Cook County Illinois subdivision in section 13 township 42 north range 10 east of the Third Principal Meridia, in Cook County, Illinois according to the Lot 17 in block 38 ir Winston Park Morthwest Unit number 3 being a

Tax ID: 02-13-108-017

Rolling Meadows P.O. Box 8729 E.B. Reganam brebared by:

ΉI

COOK COUNTY RECORDER
#5231 # ★ーランーを
16111 TRAN 2174 12/11
DEPT-01 RECORDING

Notary Public

Dite sati

JO KAD

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

TOCETHER with all improvements, tenements, fixtures, and appartenances thereto beinging, and all rents, lesses and profits are to separate that a party with said real test set of the property of the property of the property of the set of the property of the property of the profits there as the profits the profits the profits of the set of the profits the profits of the profits of the profits the profits of the profits the profits the profits the profits of the profits the profits of the profits of the profits of the profits the profits of the profit one.

the test soulse.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, for the purpose, and upon the uses and strusts herein set forth, free from all rights and benefits under and by virtue of the flormestead Exemption Laws of the Liste of Illinois, which take forth, free from all rights and benefits the Mortgagors do literaby expressly release and warve.

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

pegpalwoubjoe uosiad ui me this day atolad Бетласидя ent) of bodizasdus whose name, personally known to me to be the same person ... County of Value in and for and residing a county, in the state a foresidable TERENY OUR THE STATE OF THE S banklig to todion able 93184 STATE OF ILLINOIS, as with the city of the control of t 89 Salbeits 19 Maril landlath indudus to | SEVE | Expression provious restricting any limbing (SEVF [SEAL] and seal _____ of Mortgagors the day and year lists above written. WITNESS the hand. successors and assigns,

as fromutitant bias out beteiteb bus belees, bengis

[agsq F, 2030 Trust Deed - (ntb) Named IN Normalian of County

> Civen under my hand and Notarial Seal this voluntary act, for the uses and purposes therein set forth.

THE COVENANTS, CONDITIONS AD IRRIVISIONS INTERPREDIT OF PLGE 1 CHR REVISED THE OF THIS TRUST DEED).

1. Mortgagors shall (a) promptly chain rector of religid in buildings of improvements and of hereafter on the premises which may become damaged or be destroyed. (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liems or claims for them 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. Mortessors thail now before any benalty attaches all central taxes, and shall pay special taxes, special assessments, water charges, sewer

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 hove 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 accured 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 bolders 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. Mortgagors shall pay each item of indebtedness herein manitioned, 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 on in this Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making payment of any instalment on the note.

or in this Trust Deed to the contrary, become due and payable immediately, less unearned charges, in the case of default in making phyment of any Instalment on the note.

5. 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 indeutred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays 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 wearches 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 wither to proceedts such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title of the value of the premises.

6. 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, including all such items as are mentioned in the preceding paragraph hereof, all other items which in under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest therefor 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 it us; ights may appear.

7. 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 Mortgagors at the time of application

deficiency.

8. No action for the enforcement of the lien of the provision hereof shall be subject to any defense which would not be bod and available to the party interposing same in an action at law upon the note hereby secured.

9. Trustee or the holders of the note shall have the conditional to inspect the premises at all reasonable times and access the defended shall be

Permitted for that purpose.

10. Trustee has no duty to examine the title, location, whomee or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the note or trust deed, nor shall frustee 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 comusions are ended exercising any power herein given that if the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given

11. Trustee shall release this trust deed has then fully paid and Trustee may execute and deliver a release hereof to 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 iterein described any not, which bears an identification number purporting to be placed thereon by a prior trustee hereunder on which conforms in substance with the described 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. persons herein designated as makers thereof

12. Trustee may resign by instrument in writing illed in the office of the Recorder or keepstry 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 the Precorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are

premises are strusted.

13. 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 and sit 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 Do.d. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

14. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or se vice performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be upp icable to this trust deed.

IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No.

772583

CHICAGO TITLE AND TRUST COMPANY. Pola-Trustee.

Assistant Secretary/Assistant Vice President

KX TRW Real Estate Loan Services MAIL TO: 2100 Manchester Rd. # 1050 Wheaton, IL 60187

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

1202 Paddock Dr Palatine, IL 60067

PLACE-IN-RECORDER'S OFFICE BOX NUMBER ___

92934479

UNOFFICIAL, COPY,

THIS TRUST DEED is executed by SUBURBAN NATIONAL BANK OF PALATINE, not personally but as Trustee, formerly known as Palatine National Bank, as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said SUBURBAN NATIONAL BANK OF PALATINE hereby warrants that it possesses full power and authority to execute this instrument], and it is expressly understood and agreed that nothing berein or in said Note contained shall be construed as creating any liability on the said first Party or on said SUBURBAN NATIONAL BANK OF PALATINE personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said SUBURBAN NATIONAL BANK OF PALATINE personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accuring hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, SUBURBAN NATIONAL BANK OF PALATINE, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Sr VP & T. O. and its Corporate Seal to be hereunto affixed and attested by its Trust Administrator the day and year first above written.

As Trustee as aforesaid and not personally,

Deniel Erydury, for V.P. As Trust Officer

Attest: January, Trust Administrator

STATE OF ILLINOIS
COUNTY OF COOK

a Notary Public in for for said County in the State aforesaid, do hereby certify that <u>Daniel L. Curry</u> and <u>Donna M. Kerins</u> of SUBURBAN NATIONAL BANK OF PALATINE, are personally known to me and to be the same person/s whose names are subscribed to the foregoing instrument as such <u>Sr V.P. & Trust Officer</u> and <u>Trust Administrator</u>, respectively, appeared before me this day in person and acknowledged that they signed said instrument as their free and voluntary act and that <u>she</u>, as custodian of the Corporate Seal of said Bank did affix the Seal to said instrument for Bank as Trustee.

Given under my hand and Notarial Seal, this 10th day of December 1992.

Notary Public

92934479

"OFFICIAL SEAL"

JANIS TISON

Notary Public, State of Illinois
My Commission Expires 5/7/98

772589

UNOFFICIAL COPY

Property of Cook County Clerk's Office