

This Indenture, WITNESSETH, That the Grantor S. Steven C. Baldwin, a bachelor  
and Patricia A. Luciani, a Spinster

of the city Elgin  
County of Cook and State of Illinois for and in  
consideration of the sum of ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS,  
in hand paid, CONVEY and WARRANT to Ormel J. Prust Trustee  
of the city McHenry County of McHenry  
and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance  
of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating,  
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 McHenry, in the State of Illinois, to wit:  
Cook

LEGAL: THAT PART OF LOT 25 IN COBBLER'S CROSSING UNIT 3, BEING A  
SUBDIVISION IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH,  
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED JULY 19, 1989 AS DOCUMENT NUMBER 89328812,  
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT  
25; THENCE SOUTH 81 DEGREES 23 MINUTES 16 SECONDS EAST ALONG THE  
NORTHERLY LINE OF SAID LOT 25, 47.55 FEET TO A POINT FOR A PLACE OF  
BEGINNING; THENCE CONTINUING SOUTH 81 DEGREES 23 MINUTES 16  
SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 25, 26.02 FEET;  
THENCE SOUTH 10 DEGREES 56 MINUTES 19 SECONDS WEST, 100.51 FEET;  
THENCE SOUTH 38 DEGREES 41 MINUTES 50 SECONDS WEST, 13.00 FEET  
TO THE SOUTHERLY LINE OF SAID LOT 25, BEING A CURVED LINE  
CONVEX NORTHERLY AND HAVING A RADIUS OF 62.50 FEET, AN ARC DISTANCE  
OF 20.92 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 19 SECONDS EAST,  
105.11 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS, The Grantor S. Steven C. Baldwin, a bachelor and Patricia A. Luciani, a spinster

Justly indebted upon one principal promissory Note bearing even date herewith, payable to the order  
of bearer in the principal sum of ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND NO/100  
Dollars (\$102,400.00) with interest thereon at the rate of 8.5% per annum, pay-  
able monthly. Grantors herein agree to pay the sum of \$824.57 or more on the 28th  
day of each and every consecutive month, beginning with February 28, 1992. Said  
payment to include the monthly interest thereon. The remaining loan balance  
shall be due and payable five years from the first payment date of the mortgage  
on February 28, 1997 at the option of the lender or anytime thereafter on demand.  
Payments are based on a 25 year amortization schedule. The existing payment  
schedule should be continued until demand is made by the lender.  
No transfer of title or possession of the property herein described will be per-  
mitted without the approval of the trustee and the holder of the note secured by  
this trust deed. Any such transfer will cause the note to become due and payable.

Principal and Interest payable  
at McHenry State Bank

or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTOR covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein  
and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time  
the same become due under the law all taxes, general or special, and to exhibit receipts therefor; (3) within sixty days after destruc-  
tion or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged;  
(4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured  
against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and  
deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of  
said indebtedness; (6) to keep the said property tenantable and in good repair; and (7) not to suffer any mechanics or other lien  
to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good  
repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may  
procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said  
premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid  
the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment  
at 8.50% per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of  
foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including princi-  
pal 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 8.50% per annum, shall be recoverable by foreclosure hereof, or by  
suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the fore-  
closure hereof-including reasonable solicitor's fees, outlays, for documentary evidence, stenogra-  
pher's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure  
decree- shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein  
the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that  
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 proceeding, which proceeding, whether decree of sale shall have been entered or  
not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including  
solicitors' fees, have been paid. The grantor waive all right to the possession of, and income from said premises, pending  
such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the

92048118

UNOFFICIAL COPY

*2000/1/18*

Doc. No. \_\_\_\_\_

Trust Deed

From \_\_\_\_\_

To \_\_\_\_\_

92048118

McHENRY COUNTY, ILLINOIS

RECORDER'S OFFICE

WILLBERT H. RUSSEL  
Recorder

*NUDO, PATRIK  
1550 N NORTHWEST HWY  
PARK RIDGE, ILL 60068*

Document No. \_\_\_\_\_ filed for record in Recorder's Office of McHenry County, Illinois, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_ 19\_\_\_\_

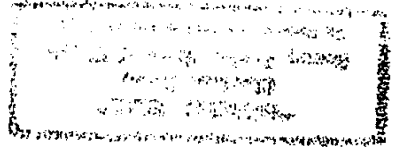


My Commission expires \_\_\_\_\_ 19\_\_\_\_

day of January \_\_\_\_\_ 19\_\_\_\_  
Given under my hand and seal, this \_\_\_\_\_ 23rd

Personally known to me to be the same persons, whose names 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.

a Notary Public in and for, and residing in said County, in the State aforesaid  
I, Steven C. Baldwin, a bachelor and  
Patricia A. Luciani, a spinster



THIS DOCUMENT PREPARED BY  
KIMBERLY J. POWELL  
McHENRY STATE BANK  
P.O. BOX 398  
McHENRY, ILLINOIS 60050

STATE OF Illinois }  
COUNTY OF McHenry } ss. \_\_\_\_\_, the undersigned

day of January \_\_\_\_\_ 19\_\_\_\_  
[Seal] \_\_\_\_\_  
[Seal] Steven C. Baldwin  
[Seal] Patricia A. Luciani

WITNESS the hand and seal of the grantor this \_\_\_\_\_ 23rd

IN THE EVENT of the death, inability, removal or absence from said \_\_\_\_\_ County of the grantee, or of his refusal or failure to act, then \_\_\_\_\_ Richard A. Lane \_\_\_\_\_ of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

finding of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession and collect such income and the same, less receiver's expenses, including repairs, insurance premium, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

COOK COUNTY RECORDER  
15501 N. W. 14th St  
P.O. Box 14877  
Chicago, IL 60630

31137005

such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the... THE GRANTOR... THE TRUSTEE...

IN THE EVENT of a breach of any of the covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder hereof, become immediately due and payable...

THE GRANTOR... and in said notes and coupons provided, or according to any agreement extending time of payment... THE TRUSTEE...

Principal and Interest payable... McHenry State Bank... this trust deed. Any such transfer will cause the note to become due and payable...

Payments are based on a 25 year amortization schedule. The existing payment schedule should be continued until demand is made by the lender. No transfer of title or possession of the property herein described will be permitted without the approval of the trustee and the holder of the note secured by...

WHEREAS, The Grantor, Steven C. Baldwin, a Bachelor and Patricia A. Baldwin, a spinster... IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein...

Justly indebted upon one principal promissory note bearing even date herewith, payable to the order of bearer in the principal sum of ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$102,400.00) with interest thereon at the rate of 8.5% per annum, payable monthly...

commonly known as 1142 Goldsprings Rd. Elgin, IL 60120 Tax No. 06-07-405-012

This Indenture, WITNESSETH, That the Grantor S. Steven C. Baldwin, a Bachelor...

TRUST DEED--Insurance and Receiver

92048118

92048118

92048118

92048118

# UNOFFICIAL COPY

filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing; to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Masters' or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantee, or of his refusal or failure to act, then Richard A. Lane of said County, is hereby appointed to be the 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 the trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor this 23rd day of January A. D. 19 92

(SEAL) Steven C. Baldwin (SEAL)  
Steven C. Baldwin  
(SEAL) Patricia A. Luciani (SEAL)  
Patricia A. Luciani

0599-01 RECORDER'S OFFICE  
14:52:00  
1551 + E \* 92 048118  
COOK COUNTY RECORDER

STATE OF Illinois )  
COUNTY OF McHenry ) ss. I, the undersigned

THIS DOCUMENT PREPARED BY  
KIMBERLY J. POWELL  
McHENRY STATE BANK  
P.O. BOX 398  
McHENRY, ILLINOIS 60050

a Notary Public in and for, and residing in said County, in the State aforesaid  
Do Hereby Certify, that Steven C. Baldwin, a bachelor and  
Patricia A. Luciani, a spinster

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 seal, this 23rd day of January A. D. 92

Charles Lane  
Notary Public

My Commission expires 19

Document No. \_\_\_\_\_ filed for record in Recorder's Office of McHenry County, Illinois  
A. D. 19 92, at \_\_\_\_\_ o'clock M.

MAIL TO  
MAIL TO

NUDO, POTFRACKI  
1550 N. NORTHWEST HWY  
PARK RIDGE, IL 60068

Recorder of Deeds

Doc. No. \_\_\_\_\_  
Trust Deed  
From \_\_\_\_\_  
To \_\_\_\_\_  
McHENRY COUNTY, ILLINOIS  
RECORDER'S OFFICE  
WILLERT H. RUSSEL  
Recorder

92048118

25.00 Mail

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