

UNOFFICIAL COPY

TRUST DEED
INSTALLMENT
FIXED RATE
SIMPLE INTEREST

14417055

92236894

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE **March 17, 1992**, between**Harris Bank Roselle, not personally, but as Trustee under Trust Agreement dated July 8, 1986 and known as Trust Number 12489,**

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 the Note, in the principal sum of **One hundred eight-five thousand and no/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 \$ **185,000.00** plus interest on the balance of principal from time to time unpaid at the rate of **7.5** percent per annum, payable in **60** installments of \$ **1,714.97** each beginning on **05-01-92** and to continue on the same day of each successive **Month** thereafter except for a final installment of \$ **balance** due on **04-01-27**. 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, up 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 to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this true deed, and the performance of the covenants and acts by us 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 duly does presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estates, right, title and interest therein, situate

lying and being in the

COUNTY OF **Cook**AND STATE OF **ILLINOIS**,

Lot 30 in Crabtree Trails of South Barrington being a Subd[~~vi~~] **118890** TRAN 3085 04/08/92 10105100
 the North % of Section 22, Township 42 North, Range 9, East of **11881 + 1** *--92-236894
 Third Principal Meridian, in Cook County, Illinois. **DEPT-01 RECORDING \$25.50**
COOK COUNTY RECORDER

P.I # 01-22-103-013XXXXXX XXXXXXXX WINDRIDGE ROAD (LOT 30)
 Common Address: **6000 WINDRIDGE ROAD** THIS INSTRUMENT WAS PREPARED BY
 South Barrington, IL 60010 JEANETTE B. EVARRS
HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

92236894

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles new or hereafter acquired or otherwise used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves 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 by the premises by the mortgagors 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 purposes, and upon the uses and trusts herein set forth, and 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 buildings or improvements 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof (3) 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 holder of the note, if incomplete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) 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 under policies providing for payment by the insurance companies of monies 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 thereon, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or for forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and/or expenses paid or incurred in connection therewith including attorney's fees, and any other monies 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 the rate on the note. 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.

B. The Trustee or the holders of the note may by notice in writing, make any investigation and require any information or documents, and make any inquiry concerning the title or interest of the mortgagor in the property, which may do according to any bill, complaint or estimate prepared from the appropriate public records, and which may be made by the holder of the note or by the Trustee, in the name of the holder of the note, or without notice to Mortgagors, all unpaid indebtedness covered 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 case of default in making payment of any instalment of principal or interest on the note, or (b) when such default shall occur and continue for three days in the performance of and after agreement of the Mortgagors herein contained.

C. Who in the indebtedness so hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to practice the same charged in any suit (1) foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for all other expenditures 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, including lawyer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of preparing all such abstracts of title, title search, fees and examinations, insurance policies, Terra certificates, and similar data and information with respect to title to the Trustee or holders of the note may do so reasonably necessary either to prosecute such suit or to evidence to bidders of any sale which may be had pursuant to such suit or the true condition of the title to the value of the premises. All expenses and expenses of the nature in this paragraph mentioned shall become an additional indebtedness so hereby secured, 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, 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 or proceeding which may affect the premises or the security hereof, whether or not actually commenced.

D. 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 referred to in 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 accrued 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 amounts to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

E. 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 insolvency or noninsolvency 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 thereto. All 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 authorise the receiver to deduct from the net income of his hands in payment in whole or in part, (1) the indebtedness accrued hereby, or by any decree foreclosing this trust deed, or any legal, special assessment or other fees which may be or become due prior to the tenth hour of each decree provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

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STATE OF ILLINOIS
County of _____
I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who _____ personally known to me to be the same person as _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as _____ 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 Notarial Seal this _____ day of _____, A.D. 19_____.
Notary Public.

My commission expires _____.

IMPORTANT

THE PROTECTION OF BOTH THE BORROWER AND LENDER
IN THE SECURITY 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

hereinunder Identification No. 100-358

Harris Bank Barrington, National Association of Barrington, IL

as Trustee by
Montgomery Campbell, S.T., V.P.

NAME Harris Bank Barrington, N.A.
STREET 201 S. Grove Ave.
CITY Barrington, IL. 60010-4493
INSTRUCTIONS OR
REORDERER'S OFFICE BOX NUMBER

POR RECODERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6 Hindridge Drive

South Barrington, IL 60010