

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor s Brian E. Knutson and Karen R. Knutson, his wife

of the city Palatine County of Cook and State of Illinois for and in

consideration of the sum of NINETY THOUSAND AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to Ormel J. Prust, Trustee of the city Mellentry County of Mellentry

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 COOK in the State of Illinois, to wit:

Lot 111 in Cinderella Park, a Subdivision being part of the Northwest 1/4 of Section 14, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Palatine, Cook County, Illinois.

22-14-106-005

34 Heron Drive Palatine, Ill

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Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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

WHEREAS, The Grantor s Brian E. Knutson and Karen R. Knutson, his wife

justly indebted upon ONE principal promissory Note bearing even date herewith, payable to the order of bearer in the principal sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) with interest thereon at the rate of 8.50% per annum, payable bi-weekly. Grantors herein agree to pay the sum of \$443.14 or more on April 20, 1992 and bi-weekly (every 14 days) thereafter until the principal and interest thereon is paid in full. Said payment to include the bi-weekly interest thereon. The payments will consist of 334 payments in the sum of \$443.14 and one final payment of \$55.32, due on February 20, 2005.

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 this trust deed. Any such transfer will cause the note to become due and payable.

Principal and Interest payable at Mellentry 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 destruction 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 to reduction of said indebtedness; [6] to keep the said property tenable 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 tenable 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 principal 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 foreclosure hereof including reasonable solicitor's fees, outlays, for documentary evidence, stenographer'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 solicitor's fees, have been paid. The grantor waives 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

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Trust Appn

From

To

McHENRY COUNTY, ILLINOIS
RECORDER'S OFFICE

WILLERT H. RUSSEL
Recorder

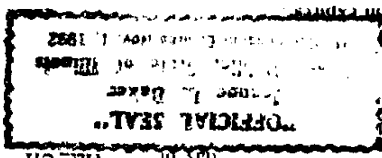
ST. LOUIS, MO. APR 19 1992

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BOX 333

Document No. _____
Filed for record in Recorder's Office of McHenry County, Illinois
A. D. 19 _____ at _____ o'clock _____ M.
Recorder of Deeds



My Commission Expires _____
Notary Public
Richard A. Baker
A. D. 19 92

THIS DOCUMENT PREPARED BY BARBARA HILTZER
McHENRY STATE BANK
Richard Hill (Illinois) 60050
day of March
Given under my hand and
Notary Public
Brian E. Knutson and Karen R. Knutson, his wife
Personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they agreed and delivered the said instrument as their act and deed, including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF McHENRY
I, _____ the undersigned
Notary Public in and for and residing in said County, in the State aforesaid
do hereby certify that
Brian E. Knutson and Karen R. Knutson, his wife
Personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they agreed and delivered the said instrument as their act and deed, including the release and waiver of the right of homestead.

WITNESS the hand and seal of the grantor this _____ day of March, A. D. 19 92
Richard A. Baker
County of McHENRY, Illinois
IN THE EVENT of the death, inability, removal or absence from said _____ County of the grantor, or of his refusal or failure to act, then _____ County, is hereby appointed to be the first successor to the grantor in the event of his death, or of his refusal or failure to act, then _____ And when all the aforesaid trusts and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereon or to his assigns, without any further charge.
Richard A. Baker, Notary Public, is hereby appointed to be the first successor to the grantor in the event of his death, or of his refusal or failure to act, then _____ County, is hereby appointed to be the first successor to the grantor in the event of his death, or of his refusal or failure to act, then _____ And when all the aforesaid trusts and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereon or to his assigns, without any further charge.
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