

This Indenture, WITNESSETH, That the Grantor Carol V. Myers,
Divorced and not since remarried

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

consideration of the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS,
in hand paid, CONVEY and WARRANT to Ormel J. Prust, Trustee
of the city of 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
UNIT NO. 1-5-77-R-C-1 IN THE ARLINGTON CLUB CONDOMINIUM AS
DELINEATED ON THE SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED
REAL ESTATE:

THE FINAL PLATS OF THE ARLINGTON CLUB UNIT 1, UNIT 2 AND UNIT 3,
BEING SUBDIVISIONS OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4
AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF
WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLATS AND
CERTIFICATES OF CORRECTIONS THERETO, WHICH SURVEY IS ATTACHED AS
EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE
UNDER TRUST AGREEMENT DATED APRIL 11, 1985 AND KNOWN AS TRUST NO.
64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK

COUNTY, ILLINOIS, ON JUNE 17, 1986 AS DOCUMENT NUMBER 86-245,994
TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO
SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF
CONDOMINIUM, AS AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS
DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS AMENDED
FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN
ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD
PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON
ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE
PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH
EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH
CONVEYED THEREBY.

thereon is paid in full. Said payment to include the bi-weekly interest thereon.
The payments will consist of 333 payments in the sum of \$123.10 and one final
payment of \$43.81 due on January 24, 2005.

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 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 in 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 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

92252446

April 20, 1999
Interest

92252446

UNOFFICIAL COPY

Doc. No. _____

Trust Deed

From _____

To _____

McHENRY COUNTY, ILLINOIS

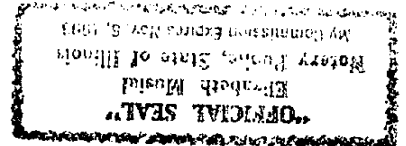
RECORDER'S OFFICE

WILLBERT H. RUSSEL

Recorder

9525246

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



My Commission expires _____

day of April 19 1992 Notary Public Elizabeth Masal

Given under my hand and seal, this 2nd day of April 19 1992

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. she signed and delivered the said instrument as her personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

In My Presence, I certify, that Carol V. Myers, divorced and not a Notary Public in and for, and residing in said County, in the State aforesaid since remarried

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

day of April 19 1992 Carol V. Myers (Signature)

WITNESS the hand and seal of the grantor and seal of the grantor this 2nd day of April 19 1992

IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantor, or of his refusal or failure to act, then Richard A. Lane 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.

filling 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 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 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.

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

9525246

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, storage- and other charges, cost of procuring 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 deemed, 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... all right to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereafter expires, and agrees that upon the

THE GRANTOR... and agrees... to pay said indebtedness, and to extend the time of payment... 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. 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 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.

Principal and Interest payable at Henry State Bank. 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. The payments will consist of 333 payments of the sum of \$123.10 and one final payment of \$43.81 due on January 24, 2005. Said payment to include the bi-weekly interest thereon. Grantors herein agree to pay the sum of \$123.10 or more on April 20, 1992 and bi-weekly (every 14 days) thereafter until the principal and interest (\$25,000.00) with interest thereon at the rate of 8.50% per annum, payable to the order of the principal sum of TWENTY FIVE THOUSAND AND NO/100 Dollars. Justly indebted upon one principal promissory Note bearing even date herewith, payable to the order of Carol V. Myers, divorced and not since remarried. WHEREAS, The grantor hereby releasing and waiving all rights and claims, 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.

Pin # 03-04-302-033-1137
Property Address: 1506
Carter Ct
41
Locke, Jr.
92252446

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 2nd day of April A. D. 19 92
_____[SEAL] _____ [SEAL]
_____[SEAL] Carol V. Myers [SEAL]
_____[SEAL] _____ [SEAL]
_____[SEAL] _____ [SEAL]

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

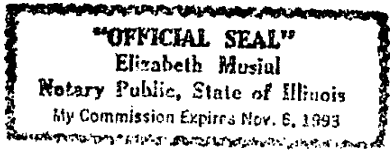
_____ a Notary Public in and for, and residing in said County, in the State aforesaid Do Hereby Certify, that Carol V. Myers, divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 2nd day of April A. D. 92

Elizabeth Musial
Notary Public

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



My Commission expires _____ 19____

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

Recorder of Deeds

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

92252446

92252446