

5. The Trustee or the holders of the note hereby secured shall have the right to file a suit for foreclosure of the mortgage or to cause the same to be foreclosed by a court of competent jurisdiction in any state or territory of the United States or in the District of Columbia or in any other territory or possession of the United States or in any court having jurisdiction thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, 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 or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 incurred 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, stenographic 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 searches and examinations, guarantee 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 either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby 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 any proceeding, including probate and bankruptcy proceedings, in 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 the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or the preparation for the commencement of any proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, of account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the true 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 is redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect 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 authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby; or by any decree foreclosing this trust deed; or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall he be liable for any act or omission hereunder, except as provided in this paragraph, in negligence or in fraud of that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof in proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof 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, or accept as the genuine note herein described any note which is an authentic copy of the original note purporting to be executed by a prior trustee hereunder or which conforms in substance with the description 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 been executed and accepted by the persons herein designated as the makers thereof, to whom it may accept as the genuine note herein described, 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds, in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee hereunder shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned promises to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder may direct, to be paid to the county clerk of the county in which the premises are situated, during the term of said obligation. The undersigned promises further to pay monthly a pro rata share of assessments for fire, water, sewer, street, and other taxes and charges that may be assessed against the property securing said indebtedness. If the amount of such taxes and charges is not sufficient to pay the same, the undersigned promises to pay the difference upon demand. It is agreed that the undersigned shall be liable for the payment of such taxes and charges for the payment of such items, (2) be carried in a borrower's tax and insurance account, and with the taxes and insurance to be paid to the county clerk of said indebtedness as received, provided that the holder agrees upon said obligation to pay said taxes and insurance as a condition of the loan, and that the holder shall have the right to deduct from any borrower's tax and insurance account the same amounts by pledge to the county clerk of said indebtedness, and that the holder shall be liable for the payment of such taxes and insurance, and the holder is authorized to withdraw the same and apply the same to the payment of such taxes and insurance as charges to be billed without further inquiry.

16. 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 all persons who for any reason may be deemed to be parties to this trust deed, whether or not such persons shall have executed the note or this Trust Deed, and shall of Mortgagors in a land trustee capacity.

17. If all or any part of the premises or an interest therein shall be transferred to another person, the transferee shall be bound by the terms of the note secured hereby. Holder, excluding the creation of a lien or any other encumbrance on the premises, shall have the right to sell, lease, convey, or otherwise dispose of the premises, and the transferee shall be bound by the terms of the note secured hereby. Holder may, at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable, and the transferee shall be bound by the terms of the note secured hereby. Holder and the person to whom the property is transferred shall be jointly and severally liable for the payment of the sums secured by this Mortgage, and the interest payable on the same secured by this Mortgage shall be a lien in priority to all other liens on the premises, and the transferee shall be bound by the terms of the note secured hereby. Mortgagors' successor in interest shall execute a title block in proper instrument as a condition of the loan. Holder, Trustee or Successor Trustee may, at his option, accelerate the maturity of the note secured hereby.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagors, and the Mortgagors shall have not more than thirty (30) days from the date the notice is mailed within which to pay the sums declared due. If Mortgagors fail to pay the sums declared due, the acceleration shall be final and Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

Witness the hand and seal of Mortgagors, the Trustee and Notary Public on this _____ day of _____, 19____.

STATE OF ILLINOIS, County of _____, ss. _____ 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 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____.

My commission expires _____ Notary Public

92317533

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. NAME: Harris Bank Barrington, National Association. STREET: 201 S. Grove Avenue. CITY: Barrington, Illinois 60010. INSTRUCTIONS OR RECORDER'S OFFICE FAX NUMBER

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. Harris Bank Barrington, National Association of Barrington, Ill. as Trustee by Deborah Cleverdon, Vice President. FOR RECORDERS INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 550 East Golf Road, Arlington Heights, IL 60005.

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5. The Trustee or the holders of the note hereby secured hereby agree to pay the taxes and assessments... may do so according to any full statement or estimate procured from the appropriate public officials...

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall not stand against anything in the note or in this Trust Deed to the contrary...

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the lien hereof in accordance with the lien hereof... there shall be allowed and included as additional indebtedness...

8. 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...

9. 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 solvency or insolvency of Mortgages...

10. No action for the enforcement of the tenor of any provision hereof shall be subject to any defense which is available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereon unless expressly obligated by the terms hereof...

13. Trustee shall release this instrument and the lien thereof by proper instrument, upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof and at the request of any person who shall either before or after maturity thereof produce and exhibit to Trustee the note representing that indebtedness...

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds, in which this instrument shall have been recorded or filed. In case of the resignation or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust...

15. In order to provide for the payment of taxes, the undersigned promises to pay to the holder of the note in addition to the above payment, one-twelfth of the annual real estate taxes as estimated by the holder of said note... against the property securing said indebtedness...

16. This Trust Deed and all provisions hereof shall constitute the entire agreement between Mortgages and the holder of the note through Mortgages, and the word "Mortgages" when used here shall include all persons and entities who have executed the note or this Trust Deed...

17. Had or any part of the Premises or any interest therein, be or have been, at any time, subject to any lien or claim of any person other than the State and hereof, Holder, excluding the creation of a lien or claim in favor of any person, shall be deemed to have been extinguished by the operation of this instrument...

If Holder exercises such option to accelerate, Holder shall be deemed to have assigned to Mortgages, and Mortgages shall have not more than thirty days from the date the note is mailed within which to pay the same to Mortgages...

Witness the hand and seal of Mortgages this 1st day of June, 19... (SEAL) ... (SEAL)

STATE OF ILLINOIS I, ... County of ... as a Notary Public 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 whose name is subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as a 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 ...

92317355

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. Harris Bank Barrington, National Association of Barrington, IL. as Trustee by Deborah L. Cleverdon, Vice President. FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF AREA DESCRIBED PROPERTY HERE: 550 East Golf Road, Arlington Heights, IL 60005

UNOFFICIAL COPY

9 2 3 1 / 9 7
02117946

TRUST DEED
INSTALLMENT
VARIABLE RATE
ADJUSTABLE PAYMENT

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT IS SUBJECT TO THE FOLLOWING:

Property of Cook County Clerk's Office

* Lender's Prime plus 4.75%
lying and being of the
to wit

Cook

AND STATE OF ILLINOIS.

This is a First Mortgage

THIS INSTRUMENT WAS PREPARED BY
KATHIE PASTORINO
HARRIS TRUST BARRINGTON N.A.
BARRINGTON, ILLINOIS 60010

with the property hereafter described, to wit: [redacted]
TO HAVE AND TO HOLD the premises unto the said Trustee, his heirs, assigns and assigns forever, for the purposes and purposes herein stated, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which rights and benefits the Mortgagees do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

- Mortgagors shall keep in good repair, maintain and rebuild any buildings or improvements now or hereafter on the premises which may be or may be destroyed, (2) keep and premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for money or property, and (3) pay when due any such liabilities which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request of the Trustee for the benefit of the holders of the note, such payments 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.
- 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 the note, sufficient to pay the cost of replacing or repairing the same, and 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 the Trustee for the benefit of the holders of the note, such policies 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act or thing for or required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on principal or interest of any and pay base and charge, compromise or settle any tax lien or other prior lien or title or resolve from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the hereof, plus reasonable compensation to Trustee for a bona fide services rendered, shall be a first lien in priority to any other lien which may be taken, shall be secured by a first lien in priority to any other lien, and shall be immediately due and payable without notice, and at the rate on the note. Inaction of 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 Mortgagees.

275

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This MORTGAGE or TRUST DEED in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 4087-AH in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or 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 guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

NBD TRUST COMPANY OF ILLINOIS, as Trustee
under Trust No. 4087-AH and not individually

By: Wayne H. Goble, Jr.
~~Assistant Vice President~~
and Trust Officer

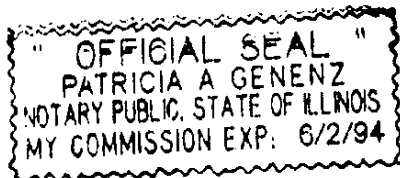
ATTEST:

Annette G. Brusca
Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Patricia A. Genenz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Wayne H. Goble, Jr., ~~Assistant Vice President/Trust Officer~~ of NBD TRUST COMPANY OF ILLINOIS, and Annette N. Brusca, ~~Assistant Vice President/Trust Officer/Assistant Secretary~~ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice Present /Trust Officer and Assistant Vice President/Trust Officer/Assistant Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said ~~Assistant Vice President/Trust Officer/Assistant Secretary~~ did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of May A.D., 19 92.



Patricia A. Genenz
Notary Public

92317333