

TRUST DEED  
SINGLE PAYMENT  
VARIABLE RATE

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE July 16 1993, between

RALPH J. SESSO AND CAROL J. SESSO, HIS WIFE

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 TWO HUNDRED THIRTY EIGHT 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 sum of \$ 238,000.00 of principal, plus interest at the rate of 1.50 % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. Said note is payable on 01-15-94, the maturity date. After the maturity date, interest shall accrue at the rate of 16.0 % per annum, until paid in full. Interest on said note will be computed on a 360-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, as 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.

NOW THEREFORE the Mortgagors, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest hereon according to the terms, provisions and limitations of this trust deed and the performance of the covenants and agreements hereon, do hereby grant, sell, convey and perform, as Lender in consideration of the sum of the Dollars in hand paid to the receipt hereof, hereby a true and correct copy of these general conditions and WARRANT under the Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein to-wit:

being and being in the COUNTY OF Cook AND STATE OF ILLINOIS

Lot 16 in Block 2 in Highland Meadows, being a Subdivision of part of the Southwest Quarter of Section 27, the Southeast Quarter of Section 28 and part of Lot 1 in Geisler's Subdivision, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded November 21, 1978 as Document 24731265, in Cook County, Illinois

P.I.N. No. 02-28-401-020

DEPT-01 RECORDINGS \$23.50  
T97777 TRAN 3317 07/26/93 09:02:00  
#4289 # -93-576758  
COOK COUNTY RECORDER

THIS IS A MORTGAGE INSTRUMENT

THIS INSTRUMENT WAS PREPARED BY  
JUNE M. ZIMMER  
HARRIS BANK BARRINGTON, ILLA  
201 S. GROVE ST.  
BARRINGTON, ILLINOIS 60010

93576758

And, with the property hereinafter described, as further defined hereinafter, to-wit:

THAT THE Real Estate improvements herein described are subject to a lien in favor of the Lender, its successors and assigns, in priority to all other liens, claims and encumbrances, whether or not recorded, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein. The Mortgagors hereby warrant that the Real Estate described herein is not subject to any other lien, claim or encumbrance, whether or not recorded, in and upon the Real Estate, including the interests therein, which would in any way affect the priority of the lien of the Lender, its successors and assigns, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein.

TOTAL PRINCIPAL AND INTEREST PROMISED BY THE MORTGAGORS TO THE TRUSTEE, ITS SUCCESSORS AND ASSIGNS, HEREIN, FOR THE PURPOSES AND IN FULL PAYMENT OF THE OBLIGATION OF THE MORTGAGORS TO THE TRUSTEE, ITS SUCCESSORS AND ASSIGNS, UNDER THIS INSTRUMENT, IS THE SUM OF TWO HUNDRED THIRTY EIGHT THOUSAND AND NO/100 DOLLARS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Mortgagors shall indemnify, defend, hold harmless and pay the costs of defense for the Lender, its successors and assigns, against all claims, demands, suits, actions, damages, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein, and any other claims, demands, suits, actions, damages, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, which would in any way affect the priority of the lien of the Lender, its successors and assigns, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein.
2. Mortgagors shall pay for and reimburse the Lender, its successors and assigns, for all charges, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein, and any other charges, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, which would in any way affect the priority of the lien of the Lender, its successors and assigns, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein.
3. Mortgagors shall pay for and reimburse the Lender, its successors and assigns, for all charges, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein, and any other charges, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, which would in any way affect the priority of the lien of the Lender, its successors and assigns, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein.
4. In case of default by the Mortgagors in the performance of any of the covenants herein, the Lender, its successors and assigns, shall have the right to sell, lease, convey, mortgage, pledge, hypothecate, assign, or otherwise dispose of the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein, and any other charges, expenses, attorney's fees, costs and disbursements, whether or not recorded, in and upon the Real Estate, including the interests therein, which would in any way affect the priority of the lien of the Lender, its successors and assigns, in and upon the Real Estate, including the interests therein, for the payment of the principal sum of Two Hundred Thirty Eight Thousand and No/100 Dollars and interest thereon, as provided herein.

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5. The Trustee or the holder of the note hereinafter secured by this Trust Deed shall not be liable for any assessment or estimate procured from the appropriate authority...
6. Mortgagees shall pay each item of indebtedness hereinafter mentioned...
7. When the indebtedness hereby secured shall become due...
8. The proceeds of any foreclosure sale of the premises shall be distributed...
9. Upon or at any time after the filing of a bill to foreclose this trust deed...
10. No action for the enforcement of the lien or any provision hereof shall be subject to a writ of habeas corpus...
11. Trustee or the holder of the note shall have the right to inspect the premises...
12. Trustee has no duty to examine the title or conditions of the premises...
13. Trustee shall release this trust deed and the lien thereon...
14. Trustee may resign instrumentally at any time and the office of Trustee...
15. In order to provide for the payment of taxes...
16. This Trust Deed and all provisions hereof shall extend to and bind the heirs...
17. If after any part of the Principal or interest hereon shall have been paid...

Witness the hand of S and J S of Mortgagee on this day and year first above written.
Ralph J. Sesso (SEAL) Carol J. Sesso (SEAL)

STATE OF ILLINOIS I June M. Zminda
ss. a Notary Public in and for and residing in said County of the State of said ILLINOIS COUNTY OF COOK
Ralph J. Sesso and Carol J. Sesso

who are personally known to me to be the same person s whose name are subscribed in the foregoing Instrument, appeared before me this day in person and acknowledged that they signed said 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 Notarial Seal this 16th day of July A D 19 93
My commission expires 6/11/97 Notary Public

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

The Note and instrument on which this Trust Deed has been identified
Harris Bank Barrington, National Association of Barrington, IL
June M. Zminda, Commercial Loan Department

D NAME
E STREET Harris Bank Barrington
L Attn: Russ Botwin
I 201 S. Grove Avenue
V CITY Barrington, IL 60010
E
R
Y INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
5900 Prairie Lane
Palatine, Illinois

93097556