

NOTARIAL PUBLIC STATE OF ILLINOIS  
JIM STOFFEL  
MY COMMISSION EXPIRES JUNE 10, 1996

UNOFFICIAL COPY

OR RECORDER'S OFFICE BOX NO.

60010 (ZIP CODE)

Barrington (CITY)

Thomas W. Hunter (NAME AND ADDRESS)  
421 N. Hough Street  
Barrington, IL

Thomas W. Hunter, 421 N. Hough Street, Barrington, IL 60010 (Notary Public)

Given under my hand and official seal, this 27th day of June 1996

appeared before me this day in person, and acknowledged that he signed, sealed and delivered the foregoing instrument, personally known to me to be the same person, whose name is

Cook in the State aforesaid, DO HEREBY CERTIFY that Ronald S. Romano, married to Pamela

Witness the hands and seals of Mortgages the day and year first above written

TO HAVE AND TO HOLD the premises unto the said Trustee, his or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits

TOGETHER with all improvements, tenements, easements, and appurtenances thereto being, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which rents, issues and profits are placed primarily and on a parity with said real estate and not

articles hereafter placed in the premises by Mortgages or their successors or assigns shall be part of the mortgaged premises

The name of a record owner is: Ronald S. Romano, married to Pamela M. Romano his wife.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgages, their heirs, successors and assigns.

Address(es) of Real Estate: 706 Sunset Circle, Streamwood, IL 60107

Permanent Real Estate Index Number(s): 06-24-109-007-0000

93128522

LOT 1648 IN WOODLAND HEIGHTS UNIT NO. 4, BEING A SUBDIVISION IN SECTION 23 AND SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE

JULY 1, 1960 AS DOCUMENT NO. 17908375 IN COOK COUNTY, ILLINOIS.

WARRANT unto the Trustee, his or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, AND

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgages to be performed, and

holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in

the extent not paid when due, to bear interest after the date for payment hereof, at the rate of 18 per cent per annum, and all such payments being

made payable at 421 N. Hough Street, Barrington, IL 60010 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the

per annum, such principal sum and interest to be payable in installments as follows: ON DEMAND.

Dollars, and interest from January 27, 1993 on the balance of principal remaining from time to time unpaid at the rate of 18 per cent

herein referred to as "Trustee," witnesses: That Whereas Mortgages are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgages, made payable to Bearer and delivered, in and by which

between Ronald S. Romano, married to Pamela M. Romano his wife.

THIS INSTRUMENT, made January 27, 1993

706 Sunset Circle Streamwood IL 60107 (NO. AND STREET) (CITY) (STATE)

421 N. Hough Street Barrington IL 60010 (NO. AND STREET) (CITY) (STATE)

Thomas W. Hunter and (NAME AND ADDRESS) (CITY) (STATE)

COOK COUNTY RECORDER #17939 # 53-126522

DEPT-01 RECORDINGS \$23.00 1#9999 TRAM 555 02/18/93 10:00:00

93128522

FORM NO. 208 February, 1985

LEGAL FORMS GEORGE E. COLE

TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments including Interest)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

# UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified by with under Identification No. ROMA5400 (#101)

1. Mortgages shall (1) keep said premises in good condition and repair, without cost, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) promptly repair, restore, or rebuild any lighting and windows 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.

2. Mortgages 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms 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 therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on principal or interest on the note in any form and manner deemed expedient, and may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any taxes or other encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or collect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys 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 of one percent per annum. In case of default hereunder on the part of Mortgages, 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any estimate or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, state-ment or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment notwithstanding anything in the principal note or in this Trust Deed to the contrary, but no default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional in-debtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and examina-tions, guarantee policies, 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 con-dition of the title to or the value of the premises, in addition all expenses and interest thereon at the rate of one percent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to 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 for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or 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, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; sec-ond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured; with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgages, their heirs, legal repre-sentatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a complaint to foreclose the premises, without notice, without regard to the solvency or insolvency of Mortgages or whether the premises or the value of the premises or the amount of the debt secured hereon is sufficient to cover the costs of such receiver and the expenses of 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 for redemption, whether there be redemption or not, as well as during any further time when Mortgages, 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 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, provided such application is made prior to foreclosure sale; (2) the deficiency in case of sale and deficiency, or of such decree, provided such application is made prior to foreclosure sale; or other lien which may be or become superior to the lien hereof or of such receiver. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

10. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-mitted for that purpose.

11. 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 be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

12. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all in-debtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to any of the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness such successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be ex-ecuted by a prior trustee hereunder or which conforms in substance with the description contained in the principal note and which pur-ports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note any instrument described above which conforms with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

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

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons at the time liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS: