

This Indenture, WITNESSETH, That the Grantors, Todd L. Conforti and Ann T. Conforti, his wife

of the city S. Barrington County of Cook and State of Illinois for and in

consideration of the sum of TWO HUNDRED TWENTY EIGHT THOUSAND AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to Ormel J. Brust Trustee of the city 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

LOT 3 IN SUNSET RIDGE FARMS, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED MARCH 5, 1976 AS DOCUMENT NUMBER 23408764, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 22 OVERLOOK ROAD, S. BARRINGTON, IL 60010  
PIN NUMBER: 01-26-103-019

93293546

DEPT-61 RECORDINGS 03 23 99  
199999 TRAM TRNS 04/21/98 14: 00  
#5673 (F 4-23-98 93293546  
COOK COUNTY RECORDER

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, Todd L. Conforti and Ann T. Conforti, his wife

justly indebted upon one principal promissory Note bearing even date herewith, payable to the order of bearer in the principal sum of TWO HUNDRED TWENTY EIGHT THOUSAND AND NO/100 Dollars (\$228,000.00) with interest thereon at the rate of 7.0% per annum, payable bi-weekly. Grantors herein agree to pay the sum of \$1,024.67 or more on April 26, 1993 and bi-weekly (every 14 days) thereafter until principal and interest thereon is paid in full. Said payments to include the bi-weekly interest thereon. Payments will consist of 369 payments in the sum of \$1,024.67 and one final payment of \$345.73, due on April 24, 2006.

No transfer of title or possession of the property herein described will be permitted without the approval of the Trustee and 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 items 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 7.0% 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 7.0% 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 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

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Doc. No. \_\_\_\_\_

Trust deed

From

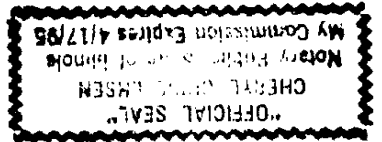
To

McHENRY COUNTY, ILLINOIS

RECORDER'S OFFICE

WILLERT H. RUSSEL  
Recorder

MAIL TO



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

My Commission expires \_\_\_\_\_ 19 \_\_\_\_\_  
McHENRY, ILL. 60050  
Notary Public  
*Cheryl Christensen*

day of \_\_\_\_\_ April \_\_\_\_\_ 19 \_\_\_\_\_  
Given under my hand and notarial seal, this \_\_\_\_\_ and \_\_\_\_\_  
of the \_\_\_\_\_  
from \_\_\_\_\_  
to be the same person as \_\_\_\_\_ whose name is \_\_\_\_\_  
subscribed \_\_\_\_\_  
appeared before me this day in person and acknowledged that \_\_\_\_\_  
and delivered the said instrument as \_\_\_\_\_  
and purposes therein set forth, including the release and waiver \_\_\_\_\_

THIS DOCUMENT PREPARED BY: Cheryl Christensen  
McHENRY STATE BANK  
P. O. BOX 398  
McHENRY, ILLINOIS 60050  
Notary Public in and for, and residing in said County, in the State aforesaid  
Bo Shelby Dewitt, that Todd L. Conforti and Ann T. Conforti,  
his wife

STATE OF ILLINOIS }  
COUNTY OF McHENRY }  
I, \_\_\_\_\_ the undersigned

day of \_\_\_\_\_ April \_\_\_\_\_ 19 \_\_\_\_\_  
WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of the grantor \_\_\_\_\_ this \_\_\_\_\_ 2nd  
Ann T. Conforti  
Todd L. Conforti

IN THE EVENT of the death, inability, removal or absence from said \_\_\_\_\_ County of the grantee, or of his refusal or failure to act, then \_\_\_\_\_ Elizabeth A. Muehle \_\_\_\_\_ of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fall or refuse to act, \_\_\_\_\_ 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 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 or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency 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 Master's 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, mechanic's or other liens or titles, or the necessity for repairs in advancing money as herein before provided.  
McHENRY

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