INOFFICIAL₅ COR' FORM 82-657 (litena Financial Inc. TRUST DEED INSTALLMENT

FIXED RATE SIMPLE INTEREST

DEPT-U1 RECORDING THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE MAY 31, 19 94 , between

\$4989 \$CS.W. # - P.4 - B76672

AMERICAN NATIONAL BANK AND TRUST COMPANY OF BENSENVILLE, AS TRUSTED TO RECORDED AND TRUST COMPANY OF BENSENVILLE, UNDER TRUST AGREEMENT DATED JUNE 25, 1980, AND KNOWN AS TRUST NUMBER 60-168, AND/OR DUSAN RADAKOVIC

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,

A National Hanking 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 ONE HUNDRED, TEN THOUSAND DOLLARS AND NO/OO evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Associations and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$ 120,000.00 plus interest on the halance of payable to the halance of the halance of payable to the halance of the interest on the balance of principal from time to time unpaid at the rate of 7.50 percent per annum, pay in 60 installments of \$ 1,308.40 each beginning on 7/10/94 an continue on the same day of each successive MONTH thereafter except for a final installment of \$ EALANCE DUE due on 5/31/99 All installment payments received on said note shall be applied first to the payment due on 5/31/99

All installment payments received on said note shall be applied first to the payment of interest accrued to the last the installment is paid and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal interest on said note will be computed based upon a 365-day year for the actual ... All installment payments received on said note shall be applied first to the payment of number of days elapsed from as e 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 bolders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of BARRINGTON, IL

HARRIS BANK BARRINGOTH, M. An said City.

NOW. THE REFORE, the Mortgagues to service the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performent and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is more by at anowinged, do by the survey of the survey and WARHAST unto the Trustey, its surveys and assigns, the following described Resi Extate and all of their estates right in the and interest therein situates.

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COUNTY OF COOK

AND STATE OF ILLINOIS.

LOT 4 IN BLOCK 2 IN BARRINGTON TRA(L) UNIT NO.2, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 4. AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 10 EACT OF THE THIRD PRINCIPAL PEK NOIS MERIDIAN, ACCORDING TO THE PLAT THEROF LEGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, TATANOIS 13, 1961, AS DOCUMENT NO. LR: 1972883.

02-05-206-001 PIN#

THIS INSTRUMENT WAS PREPARED BY DIANE C. DE SALVO MARRIS BANK BARBINGTON N.A. 201 8. GROWE AVE. BARRINGTON, LLINOIS BOOKD

which, with the property hereignfler described is referred to herein as the "premises."

which, with the property hereinefter described is referred to herein as the "premises."

TOGETHER with all inquesionents inneligents, resements Interes, and appurtenances thereto belowing, and all rents, names and profite thereof fire so long and during all such time as Mortgagors may be entitled thereto which are piedged primarily and no a parity with said real estate and not accordantly hand all apparatus, equipment or articles saw or heree for thereto or increasing unitar centrally controlled, and ventralising, including twithout restricting the foregoing; spreas, window shades, storm doors and windows, floor coverings, inside beds, awings, stores and water besters. All of the foregoing are declared to be a part of said real estate agarder physically attached therefore not and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors of their successorial asserted as constituting part of the real estate.

TO HAVE AND TO HOLD the premises into the and Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under add by victure of the identical Exemption Laws of the State of Dissors, which said rights and benefits the Mortgagors do hereby expressly release and wave.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Movinggors shall (1) perceptly repair restore or echolid any buildings or improvements now or hereafter in the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien and expressly subordinated to the ben hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon required a shiblt satisfactory avidence of the discharge of step prior lien to Trustage or to holders of the nitself (4) made no real said premises (5) comply with all requirements of factor municipator dingences with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipator and premises except as required by law or municipator.
- 2 Mortgagors shall pur is dore 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 Tristee or to holders of the note duplicate receipts therefor. To prevent default hersunder, Mortgagors shall pur in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagues shall keep all fooldings, and improvements now or because stated on and premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the inquirance companies of mineys sufficient either to pay the cost of replacing or repairing she same or to pay in full the indebtodness secured hereby, all in companies satisfactory to the holders of the note under insurance posities pay able in case of loss or damage, to Trustee for the tweefit of the holders of the note, such rights to be exchanged by the standard mortgage cause to be attached to each policy such shall deliver all policies, including additional and renewal policies, to holders of the note and in case of insurance about to expire shall deliver recess al policies not have days prior to the respective dates of experision.
- 4. In case of default there or the holders of the notices of the n

d is Led for record.		as Trustee, by		
HE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDEN- IFIED STATE TRUSTEE NAMED HEREIN BEFORE THE TRUST		Harris Bank Ba	rrington, National Association DIANE C. DE SALVO, A	
IMPORTANT OR THE PROTECTION OF BOTH THE PORROWER AND LENDER.		herewith under Ide	The Note mentioned in the within nitigation No. 1636 96	
	My commission expires			
	-		Notary Public	
		d voluntary act, for estead.	the uses and purposes therein se	t forth, including the re-
	who personally known to me strument, appeared before me this d			
nty of /				
L.	ss. a Notary Public in and for and r			REBY CERTIFY THAT
TE OF ILLINOIS	I		<u> </u>	
				(SEAL)
	cat		<u> </u>	(SEAL)
fortgagors, invoke any remedies	epermitted by law seat of Mortgagors the day and year			
ce is mailed within which to pay t	relegate. Holder shall mail notice of accelerate beaums declared due. If Mortgagors fail to pa	ion to Mortgagors, and d iv such sums prior to the	n Mortgagors shall have not more than th Connettion of such period, Holder may, w	orty (30) days from the date the lithout further notice or demand
isier, Holder and the person to w rest payable on the sums secured tgagor's successor in interest ha	hom the property is to be sold or transferred by this Mortgage shall be at such rate as Hob texecuted a written assumption agreement ac-	reach agrieen into nwei tir shall request if Nob	ting that the cristif of such person is sa: for has waised the option to accelerate po	istactory to Holder and that the ovided in this juragraph, and if
luding (a) the creation of a ben or use, descent or by operation of lav	nises or an interest therein is sold or transfetre renumberance solard mate to the mortgage a upon the death of a sont tenant or old the gr he sums secured in this Mortgage to be imme-	ildi. e ereston of a par rantofan dea ehebilinti diatels di.eard asable	chasemonet sis unity interest for housers rest of face this ears or less not container. Highler shall have warved such option to	old appliances, (c) a transfer by g an option to purchase, if older accelerate if, prior to the sale or
etgagors" when used herein sha cuted the note or this Trust Deer	provisions bereof, shall extend to and be byelf include all such persons and all persons liable frame by the shall of Mortgagor is a land trustice specified.	e for the payment of the scoto ally refude with	indebledness or any part thereof, wheth out fundation, the lambouries of said is:	er or not such persons shall have est
rived, provided that the holder at prower's tax and insurance acco we of the holder is authorized to	is ances upon said obligation sums stifficent to unt, the same are hereby plodged together, will owithdraw the same and apply hereon. The b	rpac sand stems as the san hans other account of the elder of sand note is aut	rickicrue and the corse pas arm - 1780ch se -under-syncal with the holder to further is serized to pax said items as charged or t	ms are beto in trust or carried in ecure said indebtedness and any offed without further inquiry.
ust the property securing said ersigned promises to pay the d:	flerence upon demand it is an eed that all s	e h parments may at t	he option of the holder 113 be held in trus	d by it without earnings for the
ormed nercunder 15 In order to provide for the nated by the holder of faid note.	payment of taxes, the unit, signed promises in such manner as the holder may intescribe, so	to pay monthly in addit	ion to the above payments, one-twelfth or renty car's tax obligation on the last day of two beauty and a programs, and significant	f the annual real estate taxes as feach such year during the term
resignation, inability or refusal- under shall have the identical	trument in writing foold in the office of the Re- to act of Truster one then Recorder of Deedwof litte, powers and authority as are herein give			
ters thereof, and where the rele r accept as the genuine note her ports to be executed by the peri	see is recuester of the original trustee and it hi ein describe can chole which may be present ons herein desconted as makers thereof	as never executed a cert ed and which conforms	in substance with the description herein	e as the note described herein, it contained of the note and which
istee the note, representing that iccessor trustee, such successor	alls debedness, hereby secured has been paid to be an accept as the genuine note herein of	, which representation I described any note which contained of the note and	rustee may accept as true without inquir) hibears a certificate of identification pur fix hich ournoris to be executed by the	r. Where a release is requested up- porting to see recuted by a prior- persont herein designated as the
nts or employees of Trustee. To	of the series in received the second of the	(before exercising any) ument unun presentatio	iower nerein given. n of satisfactory evidence that all indebts	dness secured by this trust dead
10 Courtes has an day of an	the note shall have the right to inspect the pri imine the fitle location, existence, or conditionated by the terms bereof, nor be liable for any	n of the premises, nor sh	all Trustee be obligated to record this tru	at deed or to exercise any nower.
10 No action for the enforcer ion at law upon the note hereby	sent of the lien or of any provision hereof shall l secured	be subject to any defense	which would not be good and available to	
nts, issues and profits, and all ot ring the whole of said period. The world bareby, or by any decree:	mprion or not, as were as during my future mer beer powers which may be necessary or are usu account from time to time rinay authorise their foreclosing this trust deed, or any tax, special prior to foreclosure sale (2) the deficiency in	al in such cases for the p sceiver to apply the net) I assessment or other lit	rotection, poisession, control, manageme ncome in his hands in pix) ment in whole o in which may be or become superior to t	rit and operation of the premises rin part of (11 The indebtedness
ide either before or after sale, wi lue of the premises or whether th	thout notice without regard to the solvency or easher shalf be then occupied as a homestead a fills of said premises during the pendency of mption or not, as well as during my further to	manivency of Mortgagor is not and the Trustee her auch forestonuce auit as	s at the time of apprication for such receiver runder may be appointed as such receive of on case of a safe and a deficiency, du	er and without regard to the then r. Such receiver shall have power iring the full statutors, we load of
debtedness additional to that eve prigagors, their heirs, legal repr	descard by the note, with interest therein as her resentatives or satigms, as their rights may ap- the follows of a hell to be solved this terms deed, the	rein provided, third, 2000 Qual exweet in which such hill	rancips; and interest remaining unpaint	n the note; fourth, any overplus to
ght affect the premises or the e	risard sucs right to forecline whether or not a seurity heraof, whether or not actually commo oureus see of the premises stall be distributed ing all such items as are mentioned in the pro-	ences. and applied in the follow	ing order of priority. First, on account of	all costs and expenses incident to
penses of the nature in this part to on the note when paid or incu	to biscorriat any sale which may be not purch surraph mentioned shall become so much addit read by Trustes or holders of the note in cum ntiff. claiman' or defendant, by reason of this ti read of such right to foreclose whether or not a	ional indeptedness serv ection with (a) any provi evist dead or any indebted	reding, including probate and bankrupt hose besolv secured arthingens atoms	y proceedings to which either of for the commencement of any aust
scantee policies. Torress cert!	may be estimated as to stems to be expended lighter, and similar data and assurances with	respect to title as Trus	the or holders of the note may deem to be condition of the title tour be value of the	e reasonably necessary either to
	reof, there shall be allowed and included as a	gaithann ingenioaris (s	n ing necree for hate air capenoriumes air.	vidence stennersoher's charges
 When the indebtedness he any suit to foreclose the lien he curred by or on behalf of Trusts 			Adam adaha mataon Trautos abalt base ti	egight to foreclose the lum beconf-
e and payable (a) immediately (ys in the performance of any or 7. When the indebtedness he any suit to foreclose the lien he urred by or on behalf of Truste	h (sem of indebtoofness nerein mentions), lose, goro, all unpaid indebtedness secured by this in hite case of default in making payment of any her agreement of the Mortgagors herein cont. reby secured shall become due whether by acc	instantenios principal: ained.	is the second the substitute of the second	and the second s

201 S. GROVE AVE. L I V E R Y BARRINGTON, IL. CITY

111 PALM DR. BARRINGTON, : IL. 60010

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER.....

cowner or owners of any indebtedness activing hereunder shall look solely to the premises herebic physical for the payment thereof, by the said American National Bank and Trust Company of Chicago personally are concerned, the legal holder of holders of said note and the perform any covenant, warrancy or indemnity either express or implied herein contained, all such hability, if any, being expressly waived by goining herein of in said note contained shall be construed as creating any liability on the said first Party of on said American Vational Bank and of Cincago, hereby warrants that it postesses full power and authority to execute this instrument), and it is expressly understood, and agreed that in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid

Las caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed guarantor, if any enforcement of the nea hereby created, in the manner herein and in said note, provided or by action to enforce the personal hability of the Mongages and by every person now or hereafter claiming any right or security. hereunder, and that so the kirst Parry and its successors and DO HEREBY CERTIFY, mac Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to to me to be the same persons whose name are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary. for the uses and purposes therein set forth of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid said Assistant Segretary then and obere acknowledged that he, as custodian of the corporate sear of said Company, did affix the corporate seal voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the respectively, appeared before me this sky in person and acknowledged that they signed and delivered the said instrument as their own free and and attested by its Associate Secretary, the day and year first above written. COUNTY OF COOK IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but at Trustee at dioresaid. grans - mansamena nama THE PROPERTY OF THE PARTY OF TH 100 WILLIAM TO VICE-President of the AMERICAN NATIONAL BANK AND TRUST Notary Public, in and for said County, in the State aforesaid As Trustee as Moresand and not if AMERICAN NATIONAL BANKHAND TRUST COMPANY OF CHICAGO