

UNOFFICIAL COPY

SC 314332

This Indenture, WITNESSETH, That the Grantor ROBERT G. ANDERSON MARRIED TO JUDYANN ANDERSON

of the Village of Wonder Lake County of McHenry and State of Illinois for and in consideration of the sum of ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to ORMEL J. PRUST Trustee of the City of 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:

Lot 19 in Crescent Wood Subdivision, being a Resubdivision of Lots 1, 3 and 4 in Block 7 and Lots 6, 7, 8 and 10 in Block 8 in Arthur T. McIntosh and Company's Chicago Avenue Farms, being a Subdivision in the Southeast 1/4 of Section 16, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

Address: 127 Crescent Avenue, Palatine, IL 60067
PIN# 02-16-408-022

94618704

DEPT-01 RECORDING \$23.00
T#0011 TRAN 2978 07/15/94 11:23:00
\$6601 ± RV *-94-618704
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, ROBERT G. ANDERSON AND JUDYANN ANDERSON, HIS WIFE

justly indebted upon one principal promissory Note bearing even date herewith, payable to the order of Bearer in the principal sum of ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$140,000.00) with interest thereon at the beginning rate of 9.75% per annum floating at Wall Street Journal Prime plus 2-1/2%. Grantors herein agree to pay the principal sum of \$140,000.00 one year from date on June 30, 1995, with interest due monthly.

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

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 loss 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 9.75% 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 9.75% 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

*Initial rate

94618704

2300

UNOFFICIAL COPY

Doc. No. _____

Trust Dept

From _____

To _____

McHENRY COUNTY, ILLINOIS

RECORDER'S OFFICE

WILLERT H. RUSSEL

Recorder

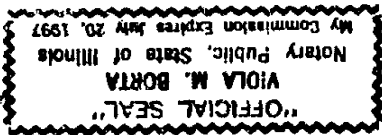
94618704

MCHENRY COUNTY, ILLINOIS
351
STATE STREET
MCHENRY, ILLINOIS 60050

DEPARTMENT # 4 made
MCHENRY STATE BANK
351 WEST ALM STREET
MCHENRY, ILLINOIS

Recorder of Deeds
Boris

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



My Commission expires _____ 19____
Notary Public
Viola M. Borta
A. D. 19 94

Given under my hand and notarial seal, this _____ 30th _____ day of _____ June _____ A. D. 19 94
personally known to me to be the same person B. whose name _____ are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed 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.

In Testimony Whereof, that _____ Robert G. Anderson and Judyan Anderson, his wife a Notary Public in and for, and residing in said County, in the State aforesaid

STATE OF ILLINOIS }
COUNTY OF McHENRY }
I, _____ the undersigned

day of _____ June _____ A. D. 19 94
[Signature: Robert G. Anderson] [SEAL]
[Signature: Judyan Anderson] [SEAL]

WITNESS the hand _____ and seal _____ of the grantor _____ this _____ 30th _____ day of _____ June _____ A. D. 19 94
IN THE EVENT of the death, inability, removal or absence from said _____ County of the _____ Trust
County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, _____ shall release said premises

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 or charge 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 decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the name 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, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.