

UNOFFICIAL COPY 94817606

This Indenture, Made

September 9 19 94, between

The McHenry State Bank, a State Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated

May 1, 1989

and known as trust number 4651

herein referred to as "First Party," and ORMEL J. PRUST

~~and Illinois corporation~~ herein referred to as Trustee, witnesseth:

94817606

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the PRINCIPAL SUM OF --FIVE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100-- DOLLARS,

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement

and hereinafter specifically described, the said principal sum in monthly installments as follows: FOUR THOUSAND EIGHTY-EIGHT AND 12/100----- DOLLARS,

on the 15th day of October 19 94, and ---\$4,088.12----- DOLLARS

on the 15th day of each and every consecutive month thereafter,

with interest on the principal balance from time

to time unpaid at the rate of 8.25 percent per annum payable monthly*

each of said installments of principal bearing interest after maturity at the rate of 8.25 percent per annum,

and all of said principal and interest being made payable at such banking house or trust company in

McHenry 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 McHenry State Bank in said City.

NOW, THEREFORE, First Party to secure 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit: That part of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point on intersection of center line of Rand Road with the South Line of the Northeast 1/4 of the Northwest 1/4 of said Section 2, said point of intersection being 78.61 feet West of the Southeast Corner of the Northeast 1/4 of the Northwest 1/4 of Section 2; thence Northwesterly along center line of said Rand Road 305.42 feet; thence Southwesterly in a straight line 321.78 feet to a point in the South line of the Northeast 1/4 of the Northwest 1/4 that is 443.66 feet West of point of beginning; thence East along South line of the Northeast 1/4 of the Northwest 1/4 of Section 2, aforesaid, 443.66 feet to the point of beginning, all in Cook County, Illinois. PIN #02-02-101-011 & 02-02-101-012 Address: 2222 Rand Road, Palatine, IL

*The remaining loan balance shall be due and payable 3 years from the date of the mortgage at the option of the lender or anytime thereafter on demand. Disclosures are based on a 25 year amortization schedule. The existing payment schedule should be continued until demand is made by the lender.

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

FLOOR TITLE INSURANCE BOX 1A

09841860

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COOK COUNTY CLERK'S OFFICE

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Box _____

TRUST DEED

McHENRY STATE BANK

as Trustee

To _____

Trustee _____

PROPERTY ADDRESS: _____

McHENRY STATE BANK
McHenry, Illinois

The Installment Note mentioned in the within
Trust Deed has been identified herewith under
Identification No. _____

Trustee _____

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.

MANAGED BY MARTHA J. BORACKI
MCHENRY STATE BANK
1010 WEST LEXINGTON STREET
MCHENRY, ILLINOIS 60050

OFFICIAL SEAL
Helen S. Hankins
Notary Public, State of Illinois
My Commission Expires June 30, 1996

DEPT. OF RECORDING
1997-1998 TERM 1998 09/20/97-10/02/00
1-24-97-17806
BOOK - 10001 - 10000

Notary Public

I, Helen S. Hankins,
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that Thomas N. Hawkings, Trust Officer
and Phillip of the McHenry State Bank, and Phillip
S. King, Vice Pres. & Sr. Trust Officer
of
said Bank, who are personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as such Vice-President, and Trust Officer
respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act
of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said
Trust Officer
then and there acknowledged that
as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said in-
strument as own free and voluntary act and as the free and voluntary act of said
Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

16th

day of

September

A.D. 19 94

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

8. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured as been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. In the event of the death, inability, removal or absence from said McHenry County of the Trustee, or of his refusal or failure to act, then Charles D. Collier of said County, is hereby appointed to be the first Successor in Trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County in which the premises are situated is hereby appointed to be second successor in Trust. 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.

11. 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.

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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The McHenry State Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, The McHenry State Bank, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The McHenry State Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The McHenry State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its _____, the day and year first above written.

THE MCHENRY STATE BANK
As Trustee as aforesaid and not personally.

By Thomas N. Spahr
Vice-President

ATTEST Regis King

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6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver or assignee of said premises. Such appointment may be made either before or after sale, without notice, regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as 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 of redemption, whether there be redemption or not, as well as during any further time First Party, its successors or assigns, 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 or are usual 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 for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest; remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

4. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any case to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expert fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to the title to the premises, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of B.25% per annum, when paid, incurred by Trustee or holders of the note in connection with (a) any proceeding, including 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 claim 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.

3. At the option of the holders of the note, and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party, its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. 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 bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on 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 for lien not expressly subordinated to the lien 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 request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including 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 B.25% per annum, in case of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

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