



UNOFFICIAL COPY

COOK COUNTY RECORDER  
JESSE WHITE  
ROLLING MEADOWS

TRUST DEED

779121

94 APR 8 PM 2:15

CTTC 7

THIS ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 9, 1993, between MANFRED H.M. ICKERT and PAULA R. ICKERT, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witherwith

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Thousand (\$100,000.00) and 00/100

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 6 per cent per annum in instalments (including principal and interest) as follows:

Five Hundred (\$500.00) and 00/100----- Dollars or more on the 1st day of October 19 93, and Five Hundred (\$500.00) and 00/100----- Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 2023 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 6 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 HEINZ H. ICKERT 515 67th Street in said City, Holmes Beach, Fl.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Hoffman Estates COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 14 IN BLOCK 14 IN HIGHLAND WOODS UNIT 2, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1978, AS DOCUMENT 24,659,080, IN COOK COUNTY, ILLINOIS.

Address: 4995 Essington Lane, Hoffman Estates, IL 60195

P.I.N. 02-18-315-014

RECORDING 23.00  
FEE 0.50  
94339215

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 Mortgagors may be entitled thereto (which are pledged primarily and in 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, swings, stores 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said 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 and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive

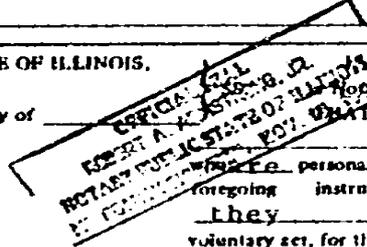
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written

MANFRED H.M. ICKERT  
PAULA R. ICKERT

STATE OF ILLINOIS,

County of Cook, I hereby certify that ROBERT A. ARMSTRONG, JR. Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MANFRED H.M. ICKERT and PAULA R. ICKERT, his wife



personally known to me to be the same persons s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument at their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of AUGUST 1993

Robert A. Armstrong, Jr. Notary Public

Notarial Seal

94339215

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE NUMBER

INDEXED 55 IL 60067

MAIL TO: Robert A. Adams Trust

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

APPOINTMENT SECRETARY/Trustee

CHICAGO TIME AND TRUST COMPANY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTI SECURED BY THIS TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEEDS FILED FOR RECORD.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which have become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises hereon; (d) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same.

2. Mortgages shall pay for any and all taxes, special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts for the same.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance company of money sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, and insurance policies payable, in case of loss or damage, to Trustee or to the lender, 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 renewed policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holder of the note may, without need of notice, make any payment or perform any act hereinbefore 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim the holder of the note is authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or authorized from any tax sale or foreclosure affecting said premises in connection with any tax or claim the holder of the note is authorized to protect the holder of the note to protect the mortgaged premises and the lien hereof, this reasonable compensation to Trustee or authorized person for any of the purposes herein.

5. The Trustee or the holder of the note hereby secured making any payment authorized relating to taxes or assessments, such do not constitute a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed or in any instrument of principal or interest on the note, or (b) when default shall occur and continue for three days in the making payment of any installment on the note, or (c) when due and payable (a) immediately in the case of default in the performance of any of the covenants of the Mortgages herein contained.

7. 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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness the amount of all costs and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisers' fees, court costs, and other expenses, including all such abstracts of title, title searches and examinations, title insurance policies, former real estate and number data and assurance with respect to title as Trustee or holder of the note may deem it reasonable necessary either to protect the such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the premises. All expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured by the note, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Trust Deed, if any, otherwise the prevailing rate set forth in the note, when paid or incurred by Trustee or holder of the note in connection with (a) the proceeding, including costs and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or (b) reason of the Trust Deed or any indebtedness hereby secured, or (c) preparation for the completion of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced; or (c) preparation 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, 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 a lien hereof, including all such items as are mentioned in the preceding paragraph hereof; third, all principal and interest, including unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages. At the time of application for such receiver and without notice, the court may order that the receiver or insolvency of said premises be a bona fide holder of the note and the Trustee hereof may be appointed as such receiver. Such receiver shall have power to collect the rent, issues and profits of and from the premises, including the proceeds of any sale and, in case of a sale and a deficiency, during the full term of redemption or, as well as during any further time when Mortgages, their heirs, legal representatives or assigns, except for the redemption of such receiver, would be entitled to collect such rent, issues, profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The receiver shall have power to execute the receiver's deed, or by any device for conveying this Trust Deed, or any tax, special assessment or other lien which may be or become a lien hereof or of such device, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to execute any power hereof unless expressly obligated by the terms hereof, nor be liable for any act or omission 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 hereof.

13. Trustee shall release this Trust Deed and the lien thereon 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, receipt, or acknowledgment hereby required who shall, either before or after maturity hereof, produce and exhibit to Trustee a release, receipt, or acknowledgment of a successor trustee, if such successor trustee may accept as the genuine note herein described any note which bears an identification number pointing to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never been placed its identification number on 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 by the persons herein designated as makers thereof.

14. Trustee may receive 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 resignation, inability or refusal to act of Trustee, the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any successor in Trust, Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. 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 liable for the payment of the note "when used in its true meaning" shall be construed to mean "noted" when more than one note is used.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

51233366

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):