IOFFICIAL COPY TRUST DE
INSTALLMENT
FIXED RATE
SIMPLE INTERES TRUST DEED 95708880 SIMPLE INTEREST THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE

September 30

19 95 , between

George E. Holdcroft, Sr. & Carol Ann Holdcroft, his wife (J)

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association, A National Banking 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 evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$ 10,000.00 plus and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$_____ interest on the balance of principal from time to time unpaid at the rate of _ t the rate of 9.25 percent per sunum, payable each beginning on November 14, 1995 and to the thereafter except for a final installment of \$Balance Due

continue on the sent day of each successive month due on October 17,2000 . All installment payments received on said note shall be applied first to the payment of interest accrued to the rate 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 number of days elapsed from date of disbursement until paid in full.

All of said principal and increase being made payable at such banking house or trust company in Barrington, 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 Harris Bank Barrington, A.A. in said City. Barrington, Ilinois

NOW, THE REFORE, 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 agree, wints berein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand and all of their estate, right, title and interest therein, so at the contained and all of their estate, right, title and interest therein, so at the contained and all of their estate, right.

lying and being in the

COUNTY OF Cook

AND STATE OF ILLINOIS.

Lot 6 in Block 20 in Arthur T. McIntosh&Company's Hillside Addition to Barrington, a Subdivision in the S % of Section 1 and the N % of Section 12, Township 42 North, Range 9, East of the Third Principal Merid an according to the plat of said Subdivision recorded May 27, 1925, as Document 8924976 in Cook County, Illinois.

(25130V)
RETHILE SERVICES # 610-561U 00)

P.I.N.# 01-12-102-005

RECORDING \$23.50 TRAN 3076 10/18/95 09:58:00 CJ *-95-708880 \$8336 **\$**

\$20.00

Common Address:

200 Princeton Ave. Barrington, IL 60010

MAIL TO: -

THIS INSTRUMENT WAS PREPARED BY LISA COLOMBO

HARRIS BANK PAPRINGTON N.A. 201 S. GOOVE AVE

BARRINGTON, ILL HOIS 60010

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

TOGETHER with all improvements, tenements, easements, fixturer, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors 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), acreens, window shades, atorn down, floor coverings, insdor beds, awings, 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 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 its 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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the promises 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 not expressly subordinated to the lien hereof; (3) pay when due any indebitadness 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 buildings 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) make no material alterations in said premises except as required by law or municipal ordinances.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default herounder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or herself or said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of inoneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies salisfactory to the holders of the note, un'er 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of insurance about to expire, that neither renewal policies not test than ten days prior to the respective dates of expiration.

 4. In case of insurance about to expire, that neither of the holder of the not te may, but need not, make any payment or perform any act hereinbefore required of Morigagors 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 prive lien or title or claim thereof, or redeem from any tax sale or for feiture affecting said premises or contest any tax or assessment. All moneys paid for any other period 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 morigagory permises 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 on the note. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accounting to thom on account of any default hereunder on the part of Morigagors.

 The Trustee or the folders of the ote is fay a satimate procured from the appropriate with o filer tax lies or title or claim thereof.
 Mortgagors shall pay each item of indebtades note, and without notice to Mortgagors, all unpaid indeduce and payable (a) immediately in the case of default days in the performance of any other agreement of the nay do so according to any bill, statement or lidity of any tax, assessment, sale, for feiture, persin mentioned, both principal and interest, when due according to the territories occured by this Trust Deed shall, notwithstanding anything in the note asking payment of any instalment of principal or interest on the note, or (b) who ortgagers 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 in the decree for sale all expanditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, strongrapher's 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. Torrene certificates, and similar data and sesurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title toor the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shalf become so much additional indebtedness secured early and immediately due and payable, with interest thereon at the rate on the note when paid or 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 plantiff, claimant or defendant, by reason of the furst deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations or the defense of any threatenad suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; 3. 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: foreclosure proceedings including all such items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secure elizateness additional to that evidenced by the note, with instrest thereon as hereof provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus rangeors, their heirs, legal representatives or assigns, as their rights may appear. Mortgagors, 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 this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may made either before or after sale, without regard to the the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee herminder may be appointed as such receiver. Such receiver shall have not 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 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 promotes, issues and profits, and all other powers which may be necessary or are usual in such cases for the prosection, possession, control, management and operation of the premise 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 indebtody secured hureby, or by any decree 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 deciprovided such application is made prior to fereclosure sale: (2) the deficiency in case of a sale and deficiency. 10. No action for the enforcement of the lie-zor 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 holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpos 12. Trustee has no dv to a xamine 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. I igated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconductor that of the agents or employees of Trustee. If it may require indemnities satisfactory to it before exercising any power herein given. agents or employees of a rustee. (1) I may require indemnities satisfactory to it before exercising any power herein given.

18. Trustee shall release this in sit 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 Trusteer may evidence and exhibit to Trustee the note, representing that the color of all of the properties of the presentation trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor in the note and exhibit to described any note which been a certificate of identification purporting to be executed by a prior trustee herein derived or which conforms and an exhibit 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 that of the original trustee and it has never executed a certificate on any instrument identifying agree as the genuine note herein described herein; it may accept as the genuine note herein described herein; it may accept as the genuine note herein described herein; it is not and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein less; lated as makers thereof. 14. Trustes may resign by instrument in which field in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of series in a little of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust resunder 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 acta erformed hereunder.

15. In order to provide for the payment of taxes, the undersigned promises to pay monthly in seldition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of faid note, in such manner as the hold of may prescribe, so as to provide for it. . current year stax obligation on the last day of each such year during the term of sald obligation. The undersigned promises further to pay nonthly a prescribe, so as to provide for it. . current year stax obligation on the last day of each such year during the term of sald obligation. The undersigned promises further to pay nonthly a prescribe to pay said taxes, insurance, assessments, and other charges in not sanificient, the undersigned promises to pay the difference upon demand. It is a creed that all such payments may, at the option of the holder (I) be hold in trust by it without earnings for the payment of such items; (2) be carried in a borrower atax and insurance are undersigned promises to pay the difference upon demand. It is a creed that all such payments may, at the option of the holder of the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation number office to the same accurage and become payable. If such sums are hereby pledged to, office with any other account of the undersigned with the holder to further secure and borrower's tax and insurance account, the same are hereby pledged to, office of said note is authorized to withdraw the same and apply hereon, the holder of said note is authorized to pay said items as charged or billed without further inquiry.

16. This Trust Deed and all provisions hereof, shall extend to and heart dupon Murtgagors and all persons claiming under or through Morigagors, and the word regagors, when used herein shall include all such persons and all persons if to clor the payment of the indebtedness or any part thereof, whether or not such persons shall have such the note or this Trust Deed, and shall, if Morigagor is a land trustee, at ceiffcalls, include, without limitation, the benficiaries of said trust.

17. If all or any part of the Premises or an interest therein is said or transferred by Mort ingurs without prior written consent of the holder of the Note secured hereby (finider), excluding (a) the creation of all lens or encumberance subordinate to this mortgage, thit be creation of a liverbase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or till the grant of may be subordinated in the summan of law upon the death of a joint tenant, or till the grant of may at Holder's option, declare all the summan out on the summan of the sum

If Holder exercises such option to accelerate. Holder shall mail notice of acceleration to Mortgagors, and the Mortgagors shall have not more than thirty (30) days from the date the notice is mailed within which to pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period. Holder may, without further notice or demand on Mortgagors, invoke any remediagoners in the sum of the period is the sum of the sum o

| on postgraph in the drift ferrication permittees to take. | | | | |
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| Witness the hand Sand seal Sand Mortungers the day and year | r first alane writte | PH. | 7/1/ / | |
| Din Elder for | SEAL) | and w | of thickurate | (SEAL) |
| George ← Holdcroft, 5. | Car | ol Ann H | olderoft | |
| | _ (SEAL) | | | (SEAL) |
| STATE OF ILLINOIS I, the undersi | gned | | | |
| es a Nasanu Dublia in and for and | | Garage to the | Service of the Contraction | |
| County of Cook George E. H | loldcroft. | Sr. & C | eState aforesaid (00) TEREBY CER arol Ann Holdoroft | CIIFYTHAT |
| | · | | | |
| "OFFICIAL INSERT Speared before me this of the control of the right of home with the control of | | | | |
| "OFFICIAL SEAT WASHINGTON Known to me | e to be the same | e person | whose name subscribed to the | foregoing In- |
| "OFFICIAL INTERACTION OF THE STATE OF THE ST | day in person a | ind acknowle | dged that LUEY signed, sea ed and | delivered the |
| Lisa M. Colombianent astheir free an Notary Public State of Wilness the right of home | id voluntary ac iestead. | n, for the use | and purposes therein set forth, incl | uding the re- |
| My Commission Expires 12/13/98 | | 30th | Aday of September | 95 |
| munumummandahamman my hand and Not | FIRI SERCEDIA | 1/2/00 | day of, A.D. | 19 |
| | 12-13-4 | 200 | lotary Public. | |
| My commission expires | 12-13-4 | 7 😇 . | The state of the s | • |
| | | | | |
| IMPORTANT | 1 " | The | Note mentioned in the within Trust Deed has | s been identified |
| | | under Identification No. 110366 | | |
| THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDEN- TIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST | Harris Bar | ak Barringto | s, National Americation of Barring | ton K |
| DEED IS FILED FOR RECORD. | as Trustee, by | | Uliu Malai has | e K |
| | | Shelley | GOLDOCH: Asst. Vice P | resident |
| D NAME Harris Dank Cont. | | , in | FOR RECORDER'S INDEX PURPOSES | |
| Harris Bank Barrington N.A. | | | INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE | E |
| L STREET 201 S. Grove Ave. | | | · · · · · · · · · · · · · · · · · · · | |
| Barrington, Illinois 60010 | | | 200 Princeton Ave. | |
| V CYTY | | | | |
| | 1 | ¥. | Barrington, IL 60010 | |
| R | į | | | |
| Y INSTRUCTIONS OR | - 1 | | | |

RECORDER'S OFFICE BOX NUMBER

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