

UNOFFICIAL COPY

TRUST DEED
INSTALLMENT
FIXED RATE
SIMPLE INTEREST

95708880

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)

2350
P 20⁰⁰

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
principal sum of Ten Thousand and no/100***** Dollars,
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
interest on the balance of principal from time to time unpaid at the rate of 9.25 percent per annum, payable
in 60 installments of \$ 209.59 each beginning on November 14, 1995 and to
continue on the same day of each successive month thereafter except for a final installment of \$ Balance Due
due on October 14, 2000. All installment payments received on said note shall be applied first to the payment of
interest accrued to the date 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 interest 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, N.A. in said City, Barrington, Illinois

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, duly 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, to-wit:

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 1/2 of Section 1 and the N 1/2 of Section 12, Township 42 North,
Range 9, East of the Third Principal Meridian, according to the plat of said Subdivision
recorded May 27, 1925, as Document 8924976 in Cook County, Illinois.

(251800)
RE TITLE SERVICES # 810-561U

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

95708880

DEPT-01 RECORDING \$23.50
T#0010 TRAN 3076 10/18/95 09:58:00
#8336 + CJ * -95-708880
COOK COUNTY RECORDER
DEPT-01 PENAL \$20.00

Common Address: 200 Princeton Ave.
Barrington, IL 60010



THIS INSTRUMENT WAS PREPARED BY:
LISA COLOMBO
HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

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 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), screens, window shades, storm doors and windows, floor coverings, inador 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
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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- Mortgagors shall (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 or claims 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 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 ordinance.
- Mortgagors shall pay before 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall 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 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 for forfeiture 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 on the note. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

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8. The Trustee or the holders of the note... shall be allowed and included as additional indebtedness in the decree for sale...

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...

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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof...

13. 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...

14. Trustee may resign 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.

15. In order to provide for the payment of taxes, the undersigned promises to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note...

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons...

17. If all or any part of the Premises or an interest therein is sold or transferred by Mortgagors without prior written consent of the holder of the Note secured hereby (Holder), excluding (a) the creation of a lien or encumbrance subordinate to this mortgage...

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...

Witness the hand S. and seal S. of Mortgagors the day and year first above written.

George E. Holdcroft, Sr. (SEAL) Carol Ann Holdcroft (SEAL)

STATE OF ILLINOIS I, the undersigned ss. a Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT George E. Holdcroft, Sr. & Carol Ann Holdcroft

County of Cook

Notary Public, Lisa M. Colombo, My Commission Expires 12/13/98

My commission expires 12-13-98 Notary Public.

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.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. 110364

Harris Bank Barrington, National Association of Barrington, IL as Trustee, by Shelley Goldberg, Asst. Vice President

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 200 Princeton Ave. Barrington, IL 60010

D NAME Harris Bank Barrington N.A. E STREET 201 S. Grove Ave. L CITY Barrington, Illinois 60010 I V CITY R Y INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

9578880