

**TRUST DEED**

INSTALLMENT  
VARIABLE RATE  
FIXED PAYMENT

**UNOFFICIAL COPY**

95048865

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, MADE

January 17

19 95, between

JOHN N. BILANKO AND YVETTE A. BILANKO, HIS WIFE

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 **FORTY FIVE 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 sum of \$ **45,000.00** of principal, payable in **12\*** installments of \$ **3,085.21** each including interest beginning

on **02-25-95** and on the same day of each successive **month** thereafter and a final installment of the balance of unpaid principal and interest due on **01-25-96**. Interest on said note shall accrue at the rate of **2.5%** per annum in excess of the Lender's Prime Interest Rate from time to time in effect. 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. After maturity of the final installment, interest shall accrue at the rate of **15.0%** per annum, until paid in full. Interest on said note will be computed based upon a 360-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.** at said city.

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 by the witnesses 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, situated

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so sit.

COUNTY OF

Cook

AND STATE OF ILLINOIS.

Lot 7 in Subdivision known as East Barrington Oaks, in the West half of the South 30 acres (except the West 2 rods and 10 feet of said South 30 acres) of the West half of Lot 1 of the North East quarter of Section 5, Township 42 North, Range 10, East of the Third Principal Meridian, in Palatine Township, in Cook County, Illinois.

PIN No. 02-05-202-020

\*One (1) payment of \$10,000.00 due 01-25-95

DEPT-01 RECORDING \$23.50  
T#00011 TRAN 5378 01/23/95 10:08:00  
\$2857 + R.V. 4-95-048865  
COOK COUNTY RECORDER

95048865

THIS INSTRUMENT WAS PREPARED BY

JUNE M. Z. CLARK  
HARRIS BANK BARRINGTON, N.A.  
PO BOX 4000  
BARRINGTON, ILLINOIS 60010

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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/or in parity with said real estate and not secondary, and all apparatus, equipment or articles now or hereafter thereon or therefor 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, indoor 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 on the premises by the mortgagor 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:

1. 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.

2. 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.

3. 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 monies 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 renewals policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money 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. Actions 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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5. The Trustee or the holders of the note or any other instrument of indebtedness hereunder may file a complaint relating to the enforcement of any debt according to any bill of statement or estimate prepared from the appropriate public records, and the amount of such debt or estimate may be made a part of the body of any bill of statement, rule, or decree.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall entitle the holder to do anything in the note or in the Trust Deed to the contrary, become due and payable提早于 the date of default or making payment of any indebtedness principal or interest on the note, or cause a default shutdown and continue to do so for days in the performance of any other agreement of the Mortgagors 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 expenditures 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, stenographer's charges, publication costs and costs to which may be estimated as to items to be expended after entry of the decree of proceeding all such abstraction of title, title searches and examinations to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title and the value of the premises. All expenditures 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 on the note when paid or incurred by Trustee or holders of the note in connection with such 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 in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in 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, an account of 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 laws of the state 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon receipt 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 be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the then 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 when Mortgagors, 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 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 the date of sale of the defendant in case of a sale and 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 instituting 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 purpose.

12. Trustee has no right to examine the title, location, existence or conditions of the premises, nor shall Trustee be obligated to record the Trust Deed or to exercise any power given unless expressly delegated by the persons herein, nor be liable for any acts or omissions of another, except in case of his negligence, inaction or misconduct, that of his agents or employees of Trustee, and it may require indemnification before exercising any power herein given.

13. Trustee shall release the trust deed and the lien hereof 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, institution, corporation, except in case of his negligence, inaction or misconduct, that of his agents or employees of Trustee, and it may require indemnification before exercising any power herein given.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles over which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Register of the county over which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee, and any successor in trust shall be entitled to receive full compensation for all acts performed hereunder.

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, in such manner as the holder may direct, as aforesaid for the current year (as of the last day of each calendar year) during the term of said obligation. The undersigned promises further to pay monthly, in addition to all aforesaid premiums and any other charge that may accrue against the property securing said indebtedness. If the amount estimated by the holder is insufficient to pay such taxes, in whole or in part, and such taxes and other charges is not sufficient, the undersigned promises to pay the difference upon demand. It is agreed that all such payments may, at the option of the holder, be held in trust by it without earnings for the payment of such items (2) be carried in a borrower's tax and insurance account and other accounts of trust, or held in credit to the unpaid balance of said indebtedness as received, provided that the holder advances upon suitable sums sufficient to pay such taxes and other charges as the same accrue and become payable. If such sums are held in trust or are advanced to a borrower's tax and insurance account, the undersigned agrees, holds, to further, to make and indorse and offer to the holder to authorize to withdraw the same and apply the same to the payment of such taxes and other charges as the same accrue and become payable.

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 and all persons holding for the payment of the indebtedness, jointly or severally, whether or not such persons shall have executed the note on this Trust Deed, and shall of Mortgagors is valid trustee, specifically made, without limitation, the beneficiaries of said trust.

17. If all or any part of the Premises or an interest therein is sold or transferred to Mortgagors without prior written consent of the holder of the Note secured hereby (Holder), excluding the creation of a tenancy in common, subordinate to the mortgage debt, or created as a joint tenancy or as a tenancy in common, or as a life estate, or as a life estate containing an option to purchase, Holder may, at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable. Holder shall have a valid option to accelerate prior to the sale or transfer. Holder and the person to whom the property is to be sold or transferred, reach agreement on a waiver that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this Mortgage shall be at such rate as Holder shall agree. If Holder has a valid option to accelerate provided in this paragraph and if Mortgagor's successor in interest has executed a written assumption agreement as aforesaid, and if such holder has no objection, Holder may release Mortgagor from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagor, and the Mortgagor shall have no more than thirty (30) days from the date the notice is mailed within which to pay the sums declared due. If Mortgagor fails to pay within the time so limited, Holder may, without further notice or demand on Mortgagor, invoke any remedies permitted by law.

Witness the hand of John N. Bilanko and Yvette A. Bilanko, of Mortgagors the day and year first above written  
John N. Bilanko Yvette A. Bilanko  
(SEAL) (SEAL)

STATE OF ILLINOIS

June M. Zminda

County of Cook

John N. Bilanko and Yvette A. Bilanko

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release of all claims and waiver of the right of homestead.

Notary Public State of Illinois My Commission Expires 6/14/97

My commission expires

17th day of January A.D. 1995  
Jane Frick 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 is enclosed in the same book and page as the instrument

herewith under identification No. 101133-A

Harris Bank Barrington, National Association of Barrington, IL  
June M. Zminda, Administrative Assistant

NAME Harris Bank Barrington, N.A.  
MAIL TO Attn: Dave Frick  
STREET 201 S. Grove Avenue  
CITY Barrington, IL 60010  
E  
R  
Y  
INSTRUCTIONS  
RECORDERS OFFICE BOX NUMBER

FOR REORDER INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
129 Whispering Oaks Lane  
Barrington, IL 60010

RECORDERS OFFICE BOX NUMBER