

# UNOFFICIAL COPY

3509191 JUNIOR TRUST DEED

THIS INSTRUMENT, Made April 12, 1986, between Brian A. Scully and Marilyn J. Scully, husband and wife herein referred to as "Mortgagors," and First National Bank of Mount Prospect, a National Banking Association residing in Mount Prospect, Illinois, (herein referred to as Trustee"), witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of TWENTY THOUSAND AND NO/100

Dollars (\$ 20,000.00 ), evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of P + 2% per annum prior to maturity as follows:

TWENTY THOUSAND AND NO/100 Dollars (\$ 20,000.00 ), on DEMAND. All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of P + 5 per cent per annum. \*P + 2% = 2% over lender's prime, floating \*\*P + 5% = 5% over lender's prime, floating

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 Mount Prospect, County of Cook and State of Illinois, to wit:

See Rider Attached Document prepared by: Marlene A. Gordon AVP First National Bank of Mt. Prospect 999 Elmhurst Road Mount Prospect, IL 60056  
PIN # 03-25-408-001-0000  
Property commonly known as : 1015 Moki Lane Mount Prospect, IL 60056

RIDER TO JUNIOR TRUST DEED AND ASSIGNMENT OF RENTS DATED APRIL 12, 1986

LOT FORTY FOUR -----(44)

In Resubdiv<sup>5</sup> of Lots 1 to 121 inclusive in Forest Manor Unit No. 1, being a Subdivision in the Southwest Quarter (1/4) and the Southeast Quarter (1/4) of Section 25, Town 42 North, Range 11, East of the Third Principal, according to Plat of said Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 29, 1962, as Document Number 2041685.

x Brian A. Scully  
Brian A. Scully

x Marilyn J. Scully  
Marilyn J. Scully

8. 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 covered by this Trust Deed shall, notwithstanding anything in this Note or in this Trust Deed to the contrary, become due and payable (a) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

NOTE IDENTIFIED

77-4

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REAL ESTATE INDEX GROUP  
820 RIDGE AVE.  
EVANSTON, IL 60201  
3509191

**IMPORTANT**  
FIRST MORTGAGE SECURED BY THIS TRUST DEED  
IS NOT DELETED BY THE TRUSTEE NAMED  
HEREIN. THE TRUST DEED IS FILED FOR RE-  
CORD IN THE PUBLIC RECORDS OF THE COUNTY OF ILLINOIS.

*Robert J. Scully*  
Trustee  
FIRST NATIONAL BANK OF MONTI PROPERT  
10202

STATE OF ILLINOIS }  
County of *McHenry* }  
SS  
I, *Michele Murphy*,  
do hereby certify that *Brian A. Scully and Marilyn J. Scully*, husband and wife,  
are personally known to me to be the same persons as those named in the  
foregoing instrument, appeared before me this day in person and acknowledged that  
they subscribed to the said instrument, and that the contents of the same are true  
and correct, and that each of them executed the same as a matter of fact, including  
the release and waiver of the right of redemption, for the use and purpose of the  
said instrument, and that the instrument is a true and correct copy of the original  
instrument as the same appears in the public records of the County of *McHenry*, State  
of *Illinois*, and that the instrument is a true and correct copy of the original  
instrument as the same appears in the public records of the County of *McHenry*, State  
of *Illinois*, and that the instrument is a true and correct copy of the original  
instrument as the same appears in the public records of the County of *McHenry*, State  
of *Illinois*.

Witness my hand and seal of the County of *McHenry*, State of *Illinois*, this *12* day of *April*, A.D. 19*86*.

*Michele Murphy*  
County Clerk

*Brian A. Scully* (SEAL)  
*Marilyn J. Scully* (SEAL)

1. When the instrument is recorded, the instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

2. This instrument may be enforced by the holder or any person claiming under it in any court of law, and the instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

3. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

4. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

5. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

6. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

7. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

8. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

9. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

10. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

11. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

12. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

13. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

14. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

15. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

16. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

17. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

18. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

19. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

20. The instrument shall be subject to any defense which would not be good and available to the party instrumented if made in an action of law upon the instrument recorded.

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TO HAVE AND TO HOLD the premises and the benefits and value of the premises and value... TOGETHER with all buildings, improvements, contents, fixtures, furniture, and all other things... THIS IS FURTHER UNDERSTOOD AND AGREED THAT:

3509191

THIS INDENTURE, made April 12, 1986, between Brian A. Scully and Marilyn J. Scully, husband and wife... Bank of Mount Prospect, a National Banking Association... Trust Deed JUNIOR 3509191

Cook County Clerk's Office

# UNOFFICIAL COPY

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 to the amount due on all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for reasonable attorney fees, Trustee's fees, appraiser's fees, auditors for documentary and transfer taxes, advertising charges, publication costs and costs (which may be estimated as to amount to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certification, and similar data and assurances 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 holders of the Note which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses, terms 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 seven per cent per annum, when paid or incurred by or on behalf of Trustee or holders of the Note, and shall be paid and satisfied in full by the mortgagor or any Indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual 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 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 in mortgage, 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 be made either before or after sale, without notice, without regard to the adequacy or insufficiency of mortgages at the time of application for such receiver and without regard to the terms of the premises or whether the same shall be then occupied as a tenement or not and the receiver hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issue 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 mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power 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 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.

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 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 duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obliged 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, misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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 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 has 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 by the persons herein designated as the makers thereof, 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 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 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. In case of the resignation, inability or refusal to act of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and it is hereby appointed 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 may be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, as amended 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

16. The Trustee, individually, may buy, with own and sold Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as a holder of the Note and in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No merger of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

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

(SEAL) X Brian A. Scully (SEAL)  
Brian A. Scully  
(SEAL) X Marilyn J. Scully (SEAL)  
Marilyn J. Scully

STATE OF ILLINOIS  
County of McHenry } ss.

I, Michèle Murphy

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Brian A. Scully and Marilyn J. Scully, husband and wife

who ARE personally known to me to be the same person S who's name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, read and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of heretofore.

GIVEN under my hand and Notary Seal this 12 day of April  
A.D. 19 86

Michèle Murphy  
MY COMMISSION EXPIRES SEPTEMBER 1, 1987  
Notary Public.

IMPORTANT  
FOR PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN WHEN THE TRUST DEED IS FILED FOR RECORD.  
EVANSTON, ILL. 60201  
3509191  
BFC Form 22252

The instrument Note mentioned in the within Trust Deed has been identified by word and Identification No. T0202  
FIRST NATIONAL BANK OF MOUNT PROSPECT  
Elizabeth L. Seldner  
Trust Officer

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IN DUPLICATE