

236749

THIS INSTRUMENT, Made February 8, 19 88, between Patrick M. O'Connor and Diane A. O'Connor, his 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

FIFTEEN THOUSAND AND NO/100----- Dollars (\$ 15,000.00), 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+1%* per annum prior to maturity as follows:

P+1%* = 1% over lender's prime, floating. The annual interest rate will not increase above 21%.

FIFTEEN THOUSAND AND NO/100----- Dollars (\$ 15,000.00), 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+4%* per annum.

P+4%* = 4% over lender's prime, floating. The annual delinquent rate will not increase above 24%

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 City of Prospect Heights County of Cook and State of Illinois, to wit:

THIS IS A JUNIOR TRUST DEED ON THE SUBJECT PREMISES LOT 48 IN LAKE CLAIRE ESTATES, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF PROSPECT HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS.

PIN#03-23-316-008 EBO Property address: 506 Claire Ln., Prospect Hts., IL

Document prepared by: Michael F. Garcia, Vice President, First National Bank of Mount Prospect One First Bank Plaza, Mount Prospect, IL 60056

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances (herein 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 (either by deed or a party with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind 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, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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 purpose 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 (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises which may become damaged or destroyed; (2) shall 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, except taxes and other governmental assessments not overdue; (3) shall 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) shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) shall comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) shall make no material alterations in said premises except as required by law or municipal ordinance, without prior written consent of Trustee or holders of the Note being first had and obtained; and (7) shall not sell, transfer, assign or otherwise alienate (whether by deed contract or otherwise), or encumber or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien hereof) to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

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 and such other hazards or contingencies as the holders of the Note may require under policies providing payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All fire 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, together with evidence of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest or pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, or make any tax lien or title or claim thereon, or redeem from any tax sale or forfeiture hereafter said premises or content any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable 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 of seven per cent per annum, fraction 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.

5. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. In the event of the holders of the Note not making 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, be payable in full to the Trustee or to the holders of the Note within ten days in making payment of any 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 BY 48 CREDITED BY PAST 30A7481 FROM 1/29/88

3692013

187217 HKS
BFC 22252
IN DUPLICATE

3692013
Submitted by
Address
Promised 2013
Deliver certificate

1990 MAR -8 PH 12:08
HARRY (BUS) YORELL
REGISTRAR OF TITLES

3692013
3692013

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 RE-CORD.
The Lender Note mentioned in the Public Trust Deed No. 70507
FIRST NATIONAL BANK
OF MOUNT PROSPECT
By _____

Notary Public
The undersigned, Notary Public in and for said County, in the presence of Diane A. Connor and Diane A. Connor, his wife, personally known to me to be the same persons named in the foregoing instrument, appeared before me this day in person and with the foregoing instrument, they acknowledged the said instrument as their own and to use my seal for the use and purpose therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notary Seal this 8th day of _____, 2013.

OFFICIAL SEAL
MARIA G. YEKSHIGIAN
Notary Public, State of Illinois
My Commission Expires 1/22/19

STATE OF ILLINOIS
County of _____
Patrick M. O'Connor
DIANE A. O'CONNOR

Witness the hand of Notary _____ a day and year first above written.
1. _____
Patrick M. O'Connor and Diane A. O'Connor, his wife.
DIANE A. O'CONNOR (SEAL)
PATRICK M. O'CONNOR (SEAL)
The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and shall not be liable for the payment of the Note or the Trust Deed.
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