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3759918

TRUST DEED

INSTALLMENT
VARIABLE RATE
FIXED PAYMENT

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, MADE December 1,

1988, between

John N. Bilanko married to Yvette A. Bilanko

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 One Hundred 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 \$100,000.00 of principal, payable in 23 installments of \$1,170.00 each including interest beginning

on 01-01-85 and on the same day of each successive month thereafter and a final installment of the balance of unpaid principal and interest due on 12-01-90. Interest on said note shall accrue at the rate of 1.50% 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. 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, National Association

NOTA. 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 situated:

lying and being in the

COUNTY OF Cook

AND STATE OF ILLINOIS.

Lot Three (except the North Fifty (50) feet thereof)

Lot Four (except the North Fifty (50) feet thereof)

In Block Two (2) in Barrington, a Subdivision of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 01-01-104-010-0000

THIS INSTRUMENT WAS PREPARED BY

KATHIE PASTOREK

HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

JM

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 secondary), and all apparatus, equipment or articles now or hereafter thereon or therein 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, clothes 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:

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 building addition or 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 defaults 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 money 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.

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 thereto, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money 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. 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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5. The Trustee or the holders of the note debenture or debentures and all persons holding unrecorded rights in the same, may do so according to any bill, statement or estimate procured from the appropriate public office, or by affidavit in the record office of such court, statement or estimate as to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

6. Mortgagors shall pay such item of indebtedness when mentioned, with 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, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable at immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three 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, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring the abstracts of title, title searches and examinations, guarantee policies, Title certificates, 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 bidders at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expense 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 (a) any proceeding, including probate and bankruptcy proceedings, in 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 disbursements for the commencement of, a suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or preparations for the defense of any threatened suit or proceeding which may 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 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, 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 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 home 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 times when Mortgagors, except for the intention of such receiver, would be entitled to receive 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 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, (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or (2) any tax, special assessment or other debt which may bear or become superior to the lien hereof or of such decree provided such application is made prior to foreclosure, and (3) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the terms of any provision hereof shall be suing to any officer which would not be good and available to the party interposing, nor 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 any reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no right 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 authorized by the terms hereof, nor liable for acts or omissions hereunder except in case of gross negligence or misconduct on the part of the employees of Trustee, and it may require indemnity satisfactory before exercising any power herein given.

13. Trustee shall release the trust deed and the lien thereon, proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee has no claim to the same and at the request of any person who shall suffer by reason thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid when represented. Trustee may accept a new without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the general note herein described any note which has been executed in writing and contains an instrument purporting to be executed by a prior trustee hereunder or which conforms in all respects with the above note or note contained in the note and which purports to be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying him as the note described herein; it may accept as the genuine note herein described a new 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 of Reg. Star of Etats in which this constraint shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, another Recorder of Deed of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee and any Trustee of successor shall be entitled to reasonable 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 rent estate taxes as estimated by the holder of said note, in such manner as to render his proportionate contribution for the current year tax obligation on the last day of each such year during the term of said obligation. The undersigned promises further to pay monthly, in addition to the above, taxes, insurance premiums, and any other charges, but may average against the property securing said indebtedness. If the amount to be paid to the undersigned to pay said taxes, insurance premiums, 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 to it without earnings for the payment of such debts, (2) be carried in a loan over stated account of account and withdraw it by a duly signed statement referred to the unpaid balance of said indebtedness received provided that the holder advances upon notification sum sufficient to pay said debts as the same mature and become payable. If such sums are held in trust or carried in a borrower's tax and insurance account the same may be paid directly to the holder or to another to whom the holder is entitled to further or any said indebtedness, and any officer of the holder is authorized to withdraw the same and apply thereto. 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 include, upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used hereinafter shall include all such persons and all persons required to pay the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed, and shall be construed as including all such persons.

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 (a) the creation of a tenancy in common or undivided interest in this mortgage by the creation of a joint, co-ownership, security interest for household appliances, (b) a transfer by devise, descent or by operation of law, upon the death of the holder, (c) a transfer by gift or by assignment of five percent of less than fifteen percent containing an option to purchase, Holder may, at Holder's option, decline all the rights retained by Mortgagor to be subordinate to the holder and payable. Holder shall have waiver such 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 in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sum secured by this Mortgage shall be at such rate as Holder shall desire. If Holder has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted by Holder, Holder shall release Mortgagor from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagors and the Mortgagors shall have no more than thirty (30) days from the date the notice is mailed within which to pay the sum demanded, or if Mortgagors fail to pay such sum prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

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

John N. Bilanko
John N. Bilanko

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

David J. Frick

County of Cook

ss. a Notary Public in and for and residing in said County in the State aforesaid, Do HEREBY CERTIFY THAT

John N. Bilanko *Maureen O'Doherty* *John N. Bilanko*

who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL
DAVID J. FRICK
Notary Public, State of Illinois

My Commission Expires 6/6/92

My commission expires 5/6/92

David J. 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

ATTORNEYS' TITLE
GUARANTY FUND, INC.
29 S. LASALLE 6th FLOOR
CHICAGO, IL 60603

F. J. Frick

D. J. Frick
Attala

NAME: Harris Bank-Barrington,
STREET: National Association
CITY: 201 S. Grove Avenue
ZIP: Barrington, Illinois 60010

INSTRUCTIONS:

OR

RECORDERS OFFICE BOX NUMBER

The Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 9425 SW 37

Harris Bank-Barrington, National Association, Barrington, IL
as Trustee by David J. Frick, Notary Public

FOR REORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

BB. No. 5271 5271 218 S. Cook Street

Barrington, Illinois 60010