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TRUST DEED  
INSTALLMENT  
VARIABLE RATE  
FIXED PAYMENT

THE ABOVE SPACE FOR RECORDERS 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 \$ 1,370.00 each including interest beginning on 01-01-89 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 15.0% 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 in said city.

NOTE IDENTIFIED

NO AND 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 hereby 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  
KATHI PASTORIK  
HARRIS BANK BARRINGTON N.A.  
201 S. GROVE AVE.  
BARRINGTON, ILLINOIS 60010

JM

Spencer Register Wans

Cook County Clerk's Office

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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, issue, 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, mader 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 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 right 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) comply within a reasonable time any building or zoning laws 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 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 thereon, or redeem from any tax sale or foreclosure 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 attorney's fee, 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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5. The Trustee or the holder of the note... estimate procured from the appropriate public officer...

6. Mortgages shall pay each item of indebtedness... At the option of the holders of the note...

7. When the indebtedness hereby secured shall hereinafter be accelerated or otherwise... holders of the note or Trustee shall have the right to foreclose the lien hereof...

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...

9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court... which such bill is first may appoint a receiver of said premises...

10. No action for the enforcement of the lien of any promisor hereof shall be deemed to be barred by the statute of limitations...

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... Trustee being obligated to resign and this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof...

13. Trustee shall release the trust deed and the lien thereof... 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 of Deeds... in which instrument shall have been recorded or filed in case of the resignation...

15. In order to provide for the payment of taxes... the undersigned promisor agrees 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 Mortgagees and all persons claiming under or through Mortgagees and the word "Mortgagees" 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... the Mortgagee without prior written consent of the Holder of the Note secured hereby...

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagees and the Mortgagees 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 and seal of Mortgagees the day and time first above written. John M. Bilanko (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS David J. Frick County of Cook John N. Bilanko

John N. Bilanko who is personally known to me to be the same person whose name 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.

My Commission Expires 5/6/92 David J. Frick Notary Public

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. HARRIS BANK BARRINGTON NATIONAL ASSOCIATION 201 S. GROVE AVENUE BARRINGTON, ILLINOIS 60010