

UNOFFICIAL COPY

This Indenture, Made .

June 22

1989, between

The McHenry State Bank, a State Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 14, 1989 and known as trust number 4,93 herein referred to as "First Party," and Thomas F. Bolger, Trustee and Illinois corporation herein referred to as Trustee, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of Thirty thousand and no/100

	DOLLARS
made payable to	
which said Note:	
is to be paid by	
First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement	
and hereinafter described, the said principal sum in monthly	
installments of	
Three hundred twenty-two and 38/100	DOLLARS
on the	
any of July 1989, and	\$322.38 DOLLARS
on the	
day of each consecutive month	
with interest	
to time unpaid at the rate of 10.00 percent per annum payable	monthly
each of said installments of principal bearing interest after maturity at the rate of 10.00 percent per annum,	
and all of said installments of principal and interest being made payable at such banking house or trust company in	
Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such	
appointment, in the office of	
McHenry	

NOW, I FURTHERMORE, First Party to secure the payment of the said principal sum of money, provisions and limitations of this trust deed, and also in consideration of the same, whereof it is hereby acknowledged, does by this presents grant, remise, and convey to my heirs, executors and assigns, the following described Real Estate situate, lying and being in the County of

Cook

AND STATE OF

Unit No. 14 delineated Lot "A" in 42 North, registered September 1978 and known as Condominium as of Survey of the following described parcel of Real Estate: Green Subdivision in the Northeast 1/4 of Section 17, Township 1, East of the Third Principal Meridian, according to Plat thereof Office of the Registrar of Titles of Cook County, Illinois, on 7/26/78 Document 2347244, which Plat of Survey is attached as Exhibit "B" Condominium made by American National Bank and Trust Company, a Corporation, as Trustee, under Trust Agreement dated October 17, 1978, Trust No. 45300, registered in the Office of the Registrar of Titles, Illinois, as Document No. 3108712, together with its duly described in the common elements.

The remaining balance of the mortgage at the time of recording are based on the existing payment schedule. The existing payment schedule shall be demand if made by the lender.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER WITH all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, had all thereof for so long and during all such times as First Party, its successors, assigns may be entitled thereto (which are to be used primarily and on a parity with said real estate and not secondarily), and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water (centrally controlled), and ventilation, lighting (without restricting the kind), shades, storm doors, windows, floor coverings, in-door books,awnings, stoves and water heater. All of the foregoing part of said real estate whether physically attached thereto or not, and all apparatus, equipment or articles hereafter placed in the premises by First Party or its successors, assigns shall be considered as constituting part of the real estate.

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TRUST DEED

The instrument Note mentioned in the within
Trust deed has been identified herewith.

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Delete Duplicate Lines

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3804876
NEW STATE LINE

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IMPAIRMENT

For the protection of both the borrower
and lender, the note ~~must~~ as set forth
Trust Deed should be identified by the
Trustee named herein before the Trust
Deed is filed for record.

Official Seal of the State of Illinois
March 30, 1992

July 1996

STATE OF ILLINOIS

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7. 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.

8. Trustee has no duty 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 obligated by the terms hereof; nor liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof 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 as 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 on behalf of First Party; 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 herein described 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 on behalf of First Party.

10. In the event of the death, inability, removal or absence from said McHenry County of the Trustee, or of his refusal or failure to act, then Ormel J. Prust of said County, is hereby appointed to be the first Successor in Trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County in which the premises situated is hereby appointed to be second 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 shall be entitled to reasonable compensation for all acts performed hereunder.

11. No transfer of title or possession of the property herein described will be permitted without the approval of the Trustee and the holder of the Note secured by this Trust Deed. Any such transfer will cause the Note to become due and payable.

3804876

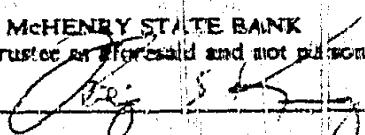
THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The McHenry State Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall it at any time be asserted or enforced against, The McHenry State Bank, its agents, or employees, on account thereof or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

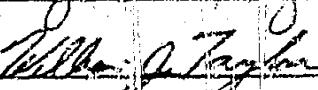
Anything herein contained to the contrary notwithstanding, it is understood and agreed that The McHenry State Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits therefrom.

IN WITNESS WHEREOF, The McHenry State Bank, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by it:

Trust Officer, the day and year first above written.

THE McHENRY STATE BANK
As Trustee aforesaid and not personally,

By  Vice-President

ATTEST  Trust Officer

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Accordingly to them on account of any of the provisions of this paragraph.

2. The trustee or the holder of the note hereby recurred making any payment hereinbefore by him to the appropriaute public office relating to taxes of his farm, may do so according to law, settlement or estimate procured from the appropriaite public office without regard to the pecuniary amount, thereby doing such bill, settlement or estimate or into the validity of any tax, assessment, sale, collection, tax or claim thereon.

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid balance due and past due, interest or otherwise, and anything in the note or in the trust deed to the contrary, is due and payable at once, or (a) in case of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after such failure, or (b) in case of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after such failure.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD, the premeiies unto said trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.