

Handwritten initials

**NON - HOMESTEAD AFFIDAVIT
(FOR USE IN TORRENS TRANSACTIONS)**

REVISED 4/86 HGL

I/We, John Bilanko, being the
title holder(s) to the property registered on Certificate Number
1156507 Volume _____, Page _____, in the
Office of the Registrar of Titles, Cook County, Illinois, and being
married to Yvette A. Bilanko

STATE(s):

(1) That the property herein is not homestead property.

(2) (a) That the property herein is held and used, _____

for investment purposes

(insert general purposes; Industrial, Investment, Commercial)

and is (2) (b)

Vacant/developed with two commercial buildings

(3) That no proceeding is now pending or contemplated
by affiant, nor does affiant know or believe that any proceeding
is contemplated by the spouse of same under the Dissolution of
Marriage Act, Ill. Rev. Stat., Ch. 40, 5101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same
is/are residing on said premises.

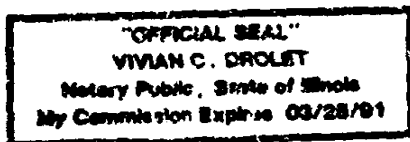
This affidavit is made to induce the Registrar of Titles to
accept a certain deed of conveyance effecting said property without
the signature(s) of the spouse(s); Said affiant(s) agree(s) to save
harmless the Registrar of Titles from any loss, claim, damage and
expenses related hereto sustained by acceptance of the said deed
and waiving any objection as to homestead rights.

John N. Bilanko

Subscribed and sworn to
before me this 26th
day of July
A.D. 1989.

(SEAL)

Vivian C. Drolet
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TRUST DEED
SINGLE PAYMENT
VARIABLE RATE

3815104

NOTE IDENTIFIED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE July 15 19 89, 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 Six Hundred Five 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 \$605,000.00 of principal, plus interest at the rate of 1.50% per annum in excess of the Lender's Prime Interest Rate from time to time in effect. Said note is payable on 07-15-90, the maturity date. Interest on said note will be computed on 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.

NOW THEREFORE the Mortgagors convey 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, 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, to-wit:

lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

THIS IS NOT HOMESTEAD PROPERTY.

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 (¼) of the Northwest Quarter (¼) of Section 14, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

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

This is a First Mortgage

THIS INSTRUMENT WAS PREPARED BY
KATHE FASTORINO
HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

JUL 20 72-19-275 Z

COOK COUNTY CLERK'S OFFICE

3815104

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

THE TRUSTEE shall have and retain the right, title and interest in and to all improvements thereon being made, and all rents, issues and profits thereof for so long and during all such time as the Mortgagors may be entitled to receive such rents, issues and profits and on a par therewith and real estate and not secondarily, and all apparatus, equipment or articles now or hereafter placed on the premises to-wit: gas and electric wiring, water, light, sewer, refrigeration (exclusive of single units or centrally controlled), and ventilation, including exhaust systems for the foregoing, as well as shades, storm doors and windows, floor coverings, toadur bins, 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 in the mortgages or their successors or assigns shall be considered as constituting part of the real estate.

IN WITNESS WHEREOF, the Mortgagors and the Trustee, its successors and assigns, forever, for the purposes and to the uses and to the ends 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:

- Mortgagors shall be responsible to repair, replace or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep and maintain the premises in good repair, without waste, and free from any liens or other claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by the Mortgagors on the premises hereunder and upon request exhibit satisfactory evidence of the discharge of such prior liens to the Trustee or to holders of the note; (4) comply with all requirements and ordinances within a reasonable time and building or buildings now 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 alteration in said premises except as required by law or ordinance.
- Mortgagors shall pay to the Trustee, its successors and assigns, all present and future taxes, special assessments, water charges, sewer service charges, and other charges against the premises hereunder, and shall upon written request, furnish to the Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay all bills under protest on the manner provided by statute and 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 to the Trustee and a company of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and to continue such policies until the maturity of the note, and to secure such policies with the best of insurance available, 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 hereof, the 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 satisfy any tax liens or other, prior liens or claims for lien on the premises hereof or for estate taxes or for other taxes or assessments of or against any tax or assessment. All moneys paid for any of the purposes herein authorized and all moneys paid or incurred in connection therewith including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to pay the mortgages on the premises and the hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be paid in addition to the principal and interest on the note, 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.

