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TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor s CLARENCE E. LIBY and CARMELITA A. LIBY, his wife, each in his and her own right and as husband and wife of Northlake in the County of Cook State of Illinois for and in consideration of the sum of \$ 20,500.00 (TWENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS) in hand paid, CONVEY and WARRANT TO ELMHURST NATIONAL BANK, TRUSTEE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

of Elmhurst in the County of DuPage in the State of Illinois and to its Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues, and profits of said premises, situated in the County Cook and State of Illinois, to-wit:

The North 10 feet of Lot 22 in Block 14 in Midland Development Company's Northlake Village Unit No. 3, being a subdivision of part of the South 1/2 of Section 32, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 5, 1939 as document 12378621, in Cook County, Illinois.

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Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein. WHEREAS, the Grantor s CLARENCE E. LIBY and CARMELITA A. LIBY, his wife, are justly indebted upon THELY Promissory Note in the principal amount of TWENTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS bearing even date herewith, payable to the order of BEARER and duly delivered at Elmhurst National Bank, Elmhurst, Illinois, with interest from date at the rate of 7.9% per annum on the unpaid balance until paid, the said principal and interest to be payable in installments as follows: ONE HUNDRED SEVENTY ONE AND NO/100 DOLLARS (\$171.00) on the 20th day of September, 1973, and a like sum on the 20th day of each and every month thereafter until this note is fully paid, except that the final payment if not sooner paid, shall be due and payable on the 20th day of August, 1993; with privilege of making additional principal payments on any installment payment date; in and by which said note it is also provided that in case of default in making payment of any installment of principal or of interest when due in accordance with the terms of said note, or in case of a breach of any of the covenants or agreements herein stipulated, then the whole sum remaining unpaid together with accrued interest thereon, shall, at once, at the election of the legal holder, or holders thereof, become immediately due and payable without notice.

Payment of this mortgage may not be assumed by anyone other than the mortgagor without the express written consent of the mortgagee and any assumption without such consent will cause the mortgage and note to become immediately due and payable at the option of the mortgagee.

THE GRANTOR S covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the tenor and effect of said note or according to any agreement extending time of payment (2) to pay all taxes and assessments against such premises when and as the same become due and payable and on demand, to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss of fire, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written on to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantor or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien on this affecting said premises; and all moneys so paid, the grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at 7.9% per cent, per annum, shall be so much additional indebtedness secured hereby. Evidence of title of the within described property shall be left with the trustee until all said note is paid, and in case of foreclosure any abstract together with attorney's opinion based thereon or Guaranty Title Policy and/or Mortgage Policy together with continuations thereof shall become the property of the purchaser of said foreclosure sale. IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of said breach, at 7.9% per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

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IT IS AGREED by the grantor, S. that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract and/or Title Guaranty Policy showing the whole title to said premises embracing foreclosure decree - shall be paid by the grantor, S. and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor, S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, whether such income and the same, less receiver's expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale.

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the 20th day of each month, commencing September 20, 1973 until the indebtedness hereby secured shall have been fully paid, an amount equal to 1/12th of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills. The Trustee, or noteholder, undertakes to attend to payment only upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In the event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may at his option, without being required to do so, apply any sums at the time on deposit on any of Grantor's obligations hereon or in the note contained in such order and manner as the holder of the note may direct. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

IN THE EVENT of the death, removal or absence from said DuPage County of the grantee, or of his refusal or failure to or the George O. Earll of said County, is hereby appointed to be first successor in this 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 DuPage County is hereby appointed to be second successor in this trust. And when all the covenants and agreements are performed, the grantee, or his successor, in trust shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESSE the hand S. and seal S. of the grantor, S. this 6th day of August, A. D. 1973

(REAL) Clarence E. Liby (SEAL)  
CLARENCE E. LIBY  
(REAL) Carmelita A. Liby (SEAL)  
CARMELITA A. LIBY

STATE OF ILLINOIS }  
DU PAGE COUNTY }

I, Judi Ehlert, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That CLARENCE E. LIBY and CARMELITA A. LIBY, his wife, are

personally known to me to be the same person, S. whose name, S. ARE subscribed to the foregoing instrument, appeared before me, this 6th day of August, 1973, and acknowledged that the Y signed, sealed and delivered the said instrument of their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 6th day of August, A. D. 1973

Judi Ehlert  
Notary Public

My Commission expires December 21, 1976

Principal note identified by: ELMHURST NATIONAL BANK  
George O. Earll, Assistant Vice President



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Richard K. Olson  
RECORDER OF DEEDS

AUG 16 1973 1 47 PM

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TRUST DEED  
CLARENCE E. LIBY  
CARMELITA A. LIBY TO  
ELMHURST NATIONAL BANK  
DOCUMENT NO.  
LOAN NO. 45543  
ELMHURST NATIONAL BANK  
105 S. York Street  
ELMHURST, ILLINOIS  
MAIL TO  
50534  
PRECISION PRINTING CO. 7

END OF RECORDED DOCUMENT