

22 700 461

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor RAY GILLESPIE AND SHIRLEY GILLESPIE, HIS WIFE, JOINTLY

of GLEN ELLEN in the County of DUPAGE State of ILLINOIS for and in consideration of the sum of \$6,500.00 (SIX THOUSAND, FIVE HUNDRED)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

and hand paid CONVEY and WARRANT TO MICHAEL A. SPEZIALE, TRUSTEE 17 W 695 ROOSEVELT RD.

of OAKBROOK TERRACE in the County of DUPAGE in the State of ILLINOIS and to his Successors in Trust hereinafter named, the following described Real Estate, to-wit: 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 of DUPAGE and State of Illinois, to-wit:

Lot 39 in Block 1 of Streamwood Unit No. 1, being a Subdivision in the N.W. 1/4 of Section 23 Township 41 North, Range 9 East of the Third principal meridian

500

Hereby releasing and waiving all rights under and by virtue of the Home and Exemption Laws of the State of Illinois IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein. WITNESSETH, the Grantor RAY GILLESPIE AND SHIRLEY GILLESPIE, HIS WIFE, JOINTLY

fully indebted upon the Principal sum of \$6,500.00 (Six thousand, five hundred and no/100ths) Dollars, payable to the order of BANK OF OAKBROOK TERRACE

RECORDED DU PAGE COUNTY

R74- 16068

1974 APR -9 AM 11:15

Handwritten signature

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THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, according to the terms and effect of said note; (2) to pay all taxes and assessments against said premises when and as the same become due and payable and as demanded, to which receipts hereafter (3) within sixty days after date of disbursement to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or allowed; (5) to keep all judgments in any suit or suits entered against him by the lender and such other judgments or decrees as may be entered by the holder of and in respect to said indebtedness and to deliver to holder of said indebtedness the insurance policies as well as to continue to maintain 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 to do so, or in the event of any such lien or other claim against said premises, the grantor covenants to pay such taxes or assessments, or to discharge or purchase any tax lien or other claim against said premises; and all money so paid, the grantor covenants to repay immediately without demand, and the same, with interest thereon from the date of payment of seven 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 said abstract 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 accrued interest, shall, at the option of the lender hereon, without notice, become immediately due and payable, and with interest thereon from time of said breach, at seven per cent per annum, shall be recoverable by foreclosure hereon, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereon, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of printing or completing abstract showing the whole title to said premises subjecting foreclosure decree shall be paid by the grantor, and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, or such may be the party, shall also be paid by the grantor. 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 proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereon given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor covenants to give all right in the possession of and income from said premises pending such foreclosure proceedings, and until the terms of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Trust Deed, a receiver shall and may at once be appointed to take possession of choice of said premises, and collect such income and the same, less necessary expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled therein 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.

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