

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 605 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.

WITNESAS, the Grantor RAY GILLESPIE AND SHIRLEY GILLESPIE, HIS WIFE, JOINTLY and Security Agent, Principal amount 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

191235074

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 therefor (3) within sixty days after deduction of disbursements to repair 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 or any part of said premises insured against loss by fire, windstorm and such other perils as may be specified by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written up to refund 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 or title affecting said premises; and all money so paid, the grantor agrees 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 legal holder thereof, 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 hereof, 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 hereof, 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 thereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor agrees to give up 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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EROX-533

UNOFFICIAL COPY

IN THE EVENT of the death, removal or absence from said DUPAGE County of the grantee, or of his refusal or failure to act, then DALLAS H. HIRM, 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 executor at the death of said Dupage County is hereby appointed to be second successor in this trust. And when all the aforesaid 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.

WITNESS the hand and seal of the grantor this 5th day of April A. D. 1974  
x Robert Ray Gillespie (REAL) x Shirley Gillespie (REAL)

STATE OF ILLINOIS, DUPAGE COUNTY, a Notary Public in and for said County, in the said State aforesaid, DO HEREBY CERTIFY THAT RAY GILLESPIE AND SHIRLEY GILLESPIE, HIS WIFE, JOINTLY

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is the owner of the premises therein set forth, including the release and waiver of the right of redemption.

GIVEN under my hand and Notarial seal this 6th day of APRIL A. D. 1974

Lucille Matyloka Notary Public  
My Commission expires January 22 1977  
Principal not identified by:



This Instrument was prepared by

T. Kvtdora 17 W 695 Roosevelt  
Villa Park, Illinois

Shirley R. Olson  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
APR 30 '74 10 55 AM

700461

TRUST DEED	TO	DOCUMENT NO.	333
	BANK OF OAKBROOK TERRACE OAKBROOK TERRACE ILLINOIS 17 W. 695 ROOSEVELT VILLA PARK ILLINOIS 60111		

Chicago Title & Trust Co.  
Whelan, Ill.  
Attn: Mary K. ...

END OF RECORDED DOCUMENT

R74-16065