

# UNOFFICIAL COPY

## TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor s  
Frank J. Rubinic and Ann P. Rubinic,  
his wife

23 534 948

of Park Ridge in the County of Cook  
State of Illinois for and in consideration of the  
sum of Three Thousand Nine Hundred Seventy-Six  
and 00/100\*\*\* and WARRANTS TO  
Bank of Clarendon Hills

THE ABOVE SPACE FOR RECORDER'S USE ONLY

of Village of Clarendon in the County of DuPage in the State of  
Illinois Hills and to his 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, light-  
ing, 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 3 in Block 23 in Hinsey's Park Ridge subdivision of part of  
Sections 1 and 2, Township 40 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois.\*\*\*

This property commonly known as; 1628 South Crescent, Park Ridge, Ill.

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 Grantors Frank J. Rubinic and Ann P. Rubinic, his wife  
justly indebted upon an installment note in the total amount of \$3,976.80\*\*

bearing even date herewith payable to the order of Bank of Clarendon Hills

in 59 successive monthly installments of \$66.28 each and a final  
installment, which shall be \$66.28 beginning on July 15, 1976, and  
thereafter on the same day of each subsequent month until paid in  
full. (Due date of final payment, June 15, 1981).

### THIS INSTRUMENT PREPARED

BY Neil J. Koranda

Asst. Vice President OF THE  
BANK OF CLARENDON HILLS  
200 Park Ave., Clarendon Hills, Ill.

THE GRANTOR S covenants and agree to be bound to pay said indebtedness, and the interest thereon as herein provided,  
and according to the terms and effect of said note, and according to any agreement extending time of payment; (2) to pay all taxes and  
assessments against said premises when due 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 repair all buildings or improvements on said premises that may have been destroyed  
or damaged, if that waste in said premises shall not be completed or restored; (4) to keep all buildings of any kind on said premises insured  
against loss by fire, windstorm and such other hazards as, in response to be approved by the holder of said note in amount equal to said indebtedness  
and deliver to holder of said indebtedness the insurance policy or policies or to require all payments for loss thereunder to be applied in  
reduction of said indebtedness, and to, and to cause such payments or losses to be applied to said premises; in the event of failure so to  
insure, or pay taxes or assessments, the holder of said indebtedness, may procure such insurance or pay such taxes or assess-  
ments or discharges or purchase any tax lien of the delinquent said premises; and all money so paid, the grantor S agree 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 grantor until all said note, and in case of foreclosure  
and default shall become the property of the holder of said installment note.

IN THE EVENT of a breach of any of the covenants and agreements herein, the whole of said indebtedness including principal and  
all accrued interest shall at the option of the holder become due and payable, become immediately due and payable, and with interest  
thereon from time of such 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 become due and payable.

IT IS AGREED by the grantor S that all expenses and disbursements paid or incurred in default of compliance in connection with  
the foreclosure hereof including reasonable attorney fees, costs of advertising or notice, appraiser's charges, cost of procuring or  
completing abstract showing the whole title to said premises including foreclosure fees, shall be paid by the grantor S and the like  
expenses and disbursements shall be paid by the holder of said note, whether the holder of said note be any part of said indebtedness, or  
such party be the party shall also be paid by the grantor S. All work expenses and disbursements shall be an additional lien upon said  
premises, shall be paid in cash and included in any notice that may be tendered at such foreclosure proceeding which proceedings, whether  
before or after said note shall have been entered or not shall be the grantor S and on various stated terms, with all such expenses and disbursements,  
and the cost of said proceedings, and the same shall be paid by the grantor S. The holder of said note shall have all right to the possession of and income from  
said premises pending such foreclosure proceedings and until the period of redemption from any such foreclosure expires, and after  
that upon the filing of the bill to foreclose the Trust hereof, the holder of said note shall have the right to take possession of the premises  
and collect such income and the same use for such expenses, including repairs, insurance premiums, taxes assessments  
and his commission or pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency  
due to the holder of said note, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to  
the person entitled to the Trust hereof and the proceeds of sale.

23 534 948

# UNOFFICIAL COPY

REC JUN 25 1976

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

IN THE EVENT of the death, removal or absence 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 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. 10.00

WITNESS the hand, S. and seal of the grantorS this 10th day of June A. D. 1976

(SEAL) *Frank J. Rubinic* (SEAL)  
Frank J. Rubinic  
(SEAL) *Ann P. Rubinic* (SEAL)  
Ann P. Rubinic

STATE OF ILLINOIS  
DU PAGE COUNTY

I, the undersigned, a Notary Public in and for and residing in

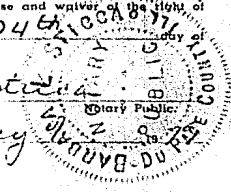
said County in the said State aforesaid, DO HEREBY CERTIFY That  
Frank J. Rubinic and Ann P. Rubinic, his wife

personally known to me to be the same personS whose nameS are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 24th day of June A. D. 1976

*Barbara T. Steiner*  
Notary Public



My Commission expires

Principal note identified by:

Trustee.

18.00

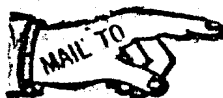
23534945

TRUST DEED

TO

Trustee

DOCUMENT No.



MAIL TO

BANK OF CLARENDON HILLS  
200 PARK AVENUE  
CLARENDON HILLS, ILLINOIS 60514

REGISTERED MAIL SERVICE, INC.

END OF RECORDED DOCUMENT