

UNOFFICIAL COPY

TRUST DEED

23 902 740

THIS INDENTURE WITNESSETH: That the Grantor S

Robert C. Stephen and Dorothy R. Stephen, his wife

of Westchester in the County of Cook
State of Illinois for and in consideration of the
sum of thirty Thousand and no/100 (\$30,000.00) Dollars

in hand paid, CASH and WARRANT TO BANK OF NAPERVILLE, Trustee
an Illinois Banking corporation

of Naperville 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 of DuPage and State of Illinois, to-wit:
Lot 340 (except the North 5 feet thereof) and Lot 341 (except the South 16 feet thereof) in George F. Nixon and Company's Fairview Addition to Westchester being a Subdivision of the East half of the South West quarter of Section 21, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

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 Robert C. Stephen and Dorothy R. Stephen, his wife

Justly indebted upon their Promissory Note in the principal amount of \$30,000.00 bearing even date herewith, payable to the order of BEARER

23 902 740

This instrument was
Filed for
Recording
on
the
10th
day of
November, 1964

The GRANTOR 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) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by 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 as 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 grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharges or purchase any tax lien or title affecting said premises; and all money so paid, the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at eight per cent, per annum, shall be so such additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note 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 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 eight 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 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 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 grantor S, 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 such premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waive all right to the possession of and income from, said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income and the same, less receivership 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.

UNOFFICIAL COPY

It is further understood and agreed by the grantor S that if said grantor S sell and convey said property or any part thereof, the grantee or holder of said indebtedness secured hereby, may declare the entire indebtedness secured by this Trust Deed due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment until the grantee has been notified in writing of such sale and conveyance.

It is further understood and agreed by the grantor S that the indebtedness secured by this Trust Deed may be prepaid in whole or in part at any time without penalty, provided that if any part of the prepayment arises from the refinancing of the indebtedness evidenced thereby, the legal holder hereof shall have the right to require payment of not more than six (6) months' advance interest on that part of the aggregate amount of all prepayments made on the loan within one (1) year prior to the date the loan is repaid, which exceeds twenty per cent (20%) of the original principal amount of the loan.

In the event of the refusal or failure or inability of said bank of NAPERVILLE to act, then Chicago Title & Trust Company 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.

WITNESS the hand S and seal of the grantor S this 11 day of April, A. D. 19 77

(SEAL) Robert C. Stephen (SEAL)

(SEAL) Dorothy R. Stephen (SEAL)

STATE OF ILLINOIS, ss.
DU PAGE COUNTY

I, Nan N. Hughes, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY THAT Robert C. Stephen and Dorothy R. Stephen, his wife

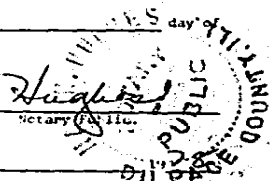
personally known to me to be the same person S whose name they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including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

GIVEN under my hand and Notarial seal this 11th day of April, A. D. 19 77.

My Commission expires June 19

The installment note mentioned in the within Trust Deed has been identified herewith under Identification No. 23916

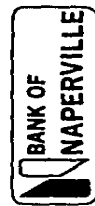
BY Robert C. Stephen
Asst. Vice President (111-)



APR 27 11 09 50

MS-471 363950 • 2540.770

TRUST DEED



WASHINGTON STREET AT FIFTH AVENUE
NAPERVILLE, ILLINOIS 60563
(312) 366-1000

Mail To

23902740

END OF RECORDED DOCUMENT