

Property of Cook County

150-25993

73 220 955

TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned Trustees, of Western Springs, County of Cook and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Dorothy Dennert, Trustee of Hinsdale County of DuPage and State of Illinois the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit:

LOT 6 IN JAMES GRIEST'S RESUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 7 IN LARGE ACRES, BEING A SUBDIVISION OF ALL THAT PART OF 24 1/2 ACRES MORE OR LESS SECTION 5, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE 12th MERIDIAN, LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 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595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois Whereas, the grantor Spencer E. Smith and wife Kristine (joint tenancy) justly indebted upon their principal promissory note(s) dated 8/29/75 payable to the order of HINSDALE FEDERAL SAVINGS & LOAN ASSOCIATION the sum of FIVE THOUSAND TWO HUNDRED TWENTY TWO AND 80/100 dollars, the legal holder of this instrument, in 60 successive monthly installments each of \$ 87.04, except the final installment, which shall be the balance due on this note, commencing on the 10th day of October 19 75 and on the same date of each month thereafter until paid.

THE GRANTOR agree as follows: (1) to pay such indebtedness, and the interest thereon after maturity as in and as provided, or according to any agreement extending time of payment; (2) to pay, prior to the first day of July in each year, all taxes or assessments against said premises, and, on demand, to exhibit receipts therefor; (3) within sixty days after destruction or damage to real estate all buildings or improvements on said premises that may have been destroyed or damaged; (4) to keep said premises in good condition and repair without waste and free from any mechanics' or other liens or claim of lien; (5) to complete within a reasonable time any and all buildings now or at any time in process of erection on said premises; and (6) to keep all buildings at any time on said premises insured against loss by fire, lightning and tornado to their full insurable value, in companies to be approved by the legal holder of the indebtedness secured hereby, with loss clause payable to the grantee herein as his interest may appear, and all such policies shall be deposited and remain with the legal holder of the indebtedness secured hereby.

In the event of a breach of any of the aforesaid agreements, the whole of said indebtedness, including late charges shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the 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 been matured by express terms. All expenses and disbursements, paid or incurred in behalf of complainant in connection with proceedings for 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 - shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantor; all of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth.

IN THE EVENT OF THE DEATH, INABILITY, REMOVAL OR ABSENCE FROM SAID DuPage County of the Trustee, or of his refusal or failure to act, then Kenneth A. Lytle of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of Cook County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

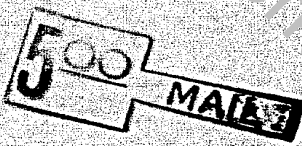
Witness our hands and seals this 29th day of August, 1975. Spencer E. Smith (Seal) Kristine E. Smith (Seal)

23 220 955

UNOFFICIAL COPY

Property of Clerk's Office

1975 SEP 10 AM 11:00
 STATE OF Illinois)
 Cook County,)
 I, William C. Gerberich
 a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby
 certify that Spencer & Kristine 2320955 v A whose name is
 personally known to me to be the same persons whose name is
 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 29th
 day of August, 1975
William C. Gerberich
 Notary Public.
 My Commission expires 1/30 1979.



TRUST DEED

TO: Dorothy M. Dehnert, Trustee
Spencer E. & Kristine Smith
4432 Clausen
Westmont Springs, Illinois

This instrument was prepared by
 Nancy M. Zapi, Hinsdale Federal
 Savings and Loan Association,
 Hinsdale, Illinois.



23220955
 Mail to
 Hinsdale Federal Savings & Loan
 Hinsdale, Ill.

END OF RECORDED DOCUMENT