

UNOFFICIAL COPY

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor s James L. Le Duc and Nancy C. Le Duc, his wife, as joint tenants 24695858

of Schaumburg in the County of Cook
State of Illinois for and in consideration of the sum of Sixty Thousand and no/100----- (\$60,000.00)
in hand paid, CONVEY and WARRANT to Bank of Naperville, Trustee
an Illinois Banking Corporation

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 55 of Kingsport Village Unit number 3, being a Subdivision of part of the North 15 chains (990 feet), of the South East 1/4 of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, in the Village of Schaumburg, in Cook County, Illinois.

24695858

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 s James L. Le Duc & Nancy C. Le Duc, his wife, as jt. tenants justly indebted upon their Promissory Note in the principal amount of \$60,000.00 bearing even date herewith, payable to the order of Bearer

Common Address: 896 Garnet Circle
Schaumburg, Illinois

This Instrument was Prepared by:
Fawell, James & Broderick
Attorneys at Law
by: John D. James
101 N. Washington St.
Naperville, Ill. 60540

The GRANTOR covenants and agrees 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 agrees 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 much 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 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, and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor. 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 expense and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor, waives 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 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 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.

