

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor Stanley R. Simpson, and Judith A. Simpson, his wife.

24809986

of Hanover Park in the County of Cook State of Illinois for and in consideration of the sum of \$47,000.00 plus interest

THE ABOVE SPACE FOR RECORDER'S USE ONLY

In hand paid, CONVEYS and WARRANTS TO Michael W. Fesser

of Elgin in the County of Kane in the State of Illinois 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, 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:

That part of Lot 15 lying North of the South line, if extended west, of Lot 16, all in Hanover Park Terrace unit No. 2, a subdivision in the west half of Section 36, township 41 North, range 9 of the third principal meridian, according to the Plat thereof recorded May 13, 1970 as Document 21157562, in Cook County, Illinois

24809986

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 Stanley R. Simpson and Judith A. Simpson

justly indebted upon their Promissory Note in the principal amount of 47,000.00 plus interest bearing even date herewith, payable to the order of THE LARKIN BANK

THE GRANTOR(S) 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 on any tract 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...

Evidence of this 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 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 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(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, or such may be the party, shall also be paid by the grantor(s). 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 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(s) 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 receiver'ship 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.

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IN THE EVENT of the death, removal or absence from said Kane County of the grantee, or of his refusal or failure to act, then Thomas J. Even 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 hands and seal of the grantor S this 11 day of January A. D. 19 79

Stanley R. Simpson (SEAL)

Judith A. Simpson (SEAL)

STATE OF ILLINOIS } ss.
DU PAGE COUNTY

I, Linda R. Breslich a Notary Public, residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That Stanley R. Simpson and Judith A. Simpson

personally known to me to be the same person S, whose name is subscribed to the foregoing instrument, appeared before me this day of January 19 79 and that he Y signed, sealed and delivered the said instrument to me for the purpose of being recorded, and that he acted for the uses and purpose therein set forth, including the release of the right of homestead.

GIVEN under my hand and Notarial seal this 11 day of January A. D. 19 79

Linda R. Breslich Notary Public

My Commission expires November 14 19 82

Principal(s) identified by: [Signature] Trustee.

1979 JAN 22 AM 11 06

JAN 27-79 206822 24609986 A-REC 10.00

10.00

24809986

TRUST DEED

Stanley R. Simpson

Judith A. Simpson

TO

Michael W. Fosser

Trustee

DOCUMENT NO.



MAIL To The Larkin Bank

1645 Larkin Ave.

Elgin, IL. 60120

STOCK FORM 96-S BANKFORM, INC.

END OF RECORDED DOCUMENT