

THIS INDENTURE WITNESSETH, That the grantor... HERBERT R. RISTO, a bachelor, of Orland Park, Illinois, for and in consideration of the sum of (\$ 10.00 ) Dollars, in hand paid, receipt of which is hereby acknowledged, convey and warrant to DONALD F. GUENDLING Trustee, of Orland Park, Illinois, (and in case of the death absence of said Trustee from said state or his inability or refusal to act, then unto SHIRLEY V. GUENDLING of Orland Park, Illinois as successor in trust, with like powers, duties and authorities as are hereby vested in said Trustee), the following described lands and premises situated in the County of Cook and State of Illinois to wit:

PARCEL 1: Lot 6 in Wedgewood Commons, a Subdivision of part of the W 1/2 of the Southeast 1/4 of Section 2, Township 36 North, Range 12 East of the third Principal Meridian, in Cook County, Illinois. PARCEL 2: Easements appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Easements made by Marquette National Bank, a National Banking Association as Trustee, known as Trust No. 2232, dated September 10, 1976, and recorded September 17, 1976, as Document No. 23640589 and as created by deed recorded June 14, 1977, as Document No. 23968403 from Marquette National Bank as Trustee, under Trust No. 2232 to Donald F. Guendling and Shirley V. Guendling, his wife,

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment of a breach of any of the covenants or agreements herein contained to have and to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said HERBERT R. RISTO, grantor, justly indebted upon one promissory note... bearing even date herewith, payable to DONALD F. GUENDLING and SHIRLEY V. GUENDLING, the order of and delivered said principal note... being for the sum of Sixty-nine Thousand Dollars (\$69,000.00) and payable as provided in said note

10.00

This Instrument Prepared By: DONALD F. GUENDLING, FITZGERALD, ZOLLNER, BUCHANAN, MEISTER & HUTCHISON, ATTORNEYS 2475 Glenwood, Joliet, Illinois 60438 member of Cook County Bar Association

after the date thereof, with interest thereon until maturity of the note of ... per annum, ... on the day of ... of ... in each year, which said installment of interest, until the maturity of said principal sum, to be further evidenced by interest notes or coupons of ... of said principal and interest notes, ... at the highest rate for which it is now lawful to contract; and all of said principal and interest payments bear ... of the United States of America etc.

NOW THEREFORE, in consideration of the premises, the grantor... hereby covenant, and agree... to pay promptly said indebtedness and interest thereon as in said note... provided, or according to any agreement or agreements extending or changing the time of payment thereof... to pay all taxes and assessments levied upon said premises prior to the time that penalty will attach in each year and deposit the receipts of... to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises to pend against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note... a merchantable abstract of title to said real estate showing the title in roof from the Government to and including the date of the record of this conveyance or guaranty policy, to pay promptly at or before the maturity of all claims or demands that are or may become a lien, claim or cloud upon the title to said premises to keep all buildings thereon in good repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornado, wind storms until said indebtedness is fully paid with proper clauses making the same payable in case of loss to said Trustee, or in case of foreclosure the owner of the certificate of sale, and deposit said abstracts or guaranty policy, to be executed by an owner. In the event of the closure the owner of the certificate of sale, and deposit said abstracts or guaranty policy, to be executed by an owner. In the event of the failure to insure or pay taxes or assessments, or to furnish such abstracts or guaranty policy or to pay all such further claims as aforesaid, then payment at 7 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED by said grantor... that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note... or of any of them at once, without notice, become due and payable and the same with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor... hereby assigns... to said Trustee all the rents, issues and profits thereon and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any deficiency that may exist after sale in the foreclosure, and the grantor... waives... all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agrees... that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor... herein, or whether said premises are used as a homestead or not, and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applicant, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor... shall pay all costs and expenses paid or incurred by said grantee or by the holder or holders of said note... including all reasonable attorneys' and solicitors' fees, appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantee herein or the holder or holders of said note... and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor... or assigns upon reasonable request thereof.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefor.

IN THE EVENT OF the death, inability, removal or absence from said Cook County of the trustee, or of his refusal or failure to act, then SHIRLEY V. GUENDLING of said County, is hereby appointed to be the 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 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 said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand... and seal... of the grantor... this 2d day of July A.D. 1980.

HERBERT R. RISTO (SEAL) HERBERT R. RISTO (SEAL)

67-81-397

25505153



UNOFFICIAL COPY

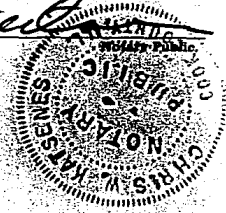
State of ILLINOIS  
County of COOK } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HERBERT R. RISTO, a bachelor,, personally known to me to be the same person... whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 2d day of July, A.D. 1980; and I hereby further certify that upon this date I am duly commissioned and authorized by the laws of said state to take acknowledgments of deeds.

*Herbert R. Risto*

The signature of the undersigned is endorsed upon the margin of all notes secured hereby for the purpose of identification.



COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1980 JUL -3 PM 2:15

*Sidney H. Olson*  
RECORDER OF DEEDS  
25505153

25505153

BOX 533

TRUST DEED

TO

STATE OF \_\_\_\_\_ No. \_\_\_\_\_ County \_\_\_\_\_

This instrument was filed for record in the Recorder's office of \_\_\_\_\_ County aforesaid, on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Book \_\_\_\_\_ of \_\_\_\_\_

RECORDED

MAIL TO:  
CHARIS KATSENES  
14340 S. LA GRANGE  
ORLAND PARK, IL  
60462

Perfection Legal Forms & Printing Co., Rockford, Ill.