

TRUST DEED

25530651

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made July 21, 19 80 between

Arthur J. Garceau and Emily M. Garceau, his wife

herein referred to as "Mortgagors," and

NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note in the principal sum of Three Thousand Seven Hundred Twenty Nine and 90/100 Dollars.

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date 17.60 per cent per annum in installments as follows: One Hundred Twenty Four Dollars and 33/100

Dollars on the 15th day of August 19 80 and One Hundred Twenty Four Dollars and 33/100

Dollars on the 15th day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the 15th day of January, 1983

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of 17.60 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and conditions herein contained, by the Mortgagors to be performed, had also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 298 in Volk Brothers Shaw Estates, being a Subdivision in the East 1/2 of the Northeast fractional 1/4 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, South of the Indian Boundary line in Cook County, Illinois

This document was prepared by Douglas Dancer for Northwest Commerce Bank, 9797 W. Higgins Rd., Rosemont, Illinois 60018.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment and fixtures hereof (including but not limited to electric, gas, air conditioning, water, ice, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, porches and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, however, for the purposes, and upon the uses and trusts herein set forth, free from all claims and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand 5 and seal 5 of Mortgagors the day and year first above written.

[SEAL] Arthur J. Garceau [SEAL] Arthur J. Garceau
[SEAL] Emily M. Garceau [SEAL] Emily M. Garceau

STATE OF ILLINOIS I undersigned
a Notary Public is and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook Arthur J. Garceau and Emily M. Garceau, his wife

Notary Public seal for Cook County, Ill.
I personally know 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 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 21st day of July A. D. 19 80
Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without wear, and free from incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) lay when due any assessments which may be levied by a lien or charge on the premises superior to the lien hereof; and upon receipt of such satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or building code now or at any time in process of enactment upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning or windstorm under policies provided for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under reasonable police payable in case of loss or damage to Trustee for the benefit of the holders of the note, such policy to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior incumbrances. Trustee, any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereof, or payment from any tax sale or foreclosure sale of said premises or portion, any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be so paid additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. In such event Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby assumed making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or assessment received from the proper authority without liability to the accuracy of such bill, statement or estimate or to the validity of any tax assessment and, therefore, has full force and effect.

6. Mortgagor shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms hereof. At the option of the holder of the note, the Mortgagee may, at any time, advance any monies secured by this Trust Deed and the note extending anything in the nature of an advance on the note to the Mortgagor to satisfy the same. In the event of any default in the payment of any principal or interest on the note hereunder, the Mortgagee shall have the right to immediately foreclose on the premises and to sell the same at public or private sale.

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof in any suit or proceeding in any court of competent jurisdiction, and such foreclosure shall be deemed as additional indebtedness in the premises for sale all principal and interest when due and all expenses which may be incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, surveys, fire department and other items, stamping charges, charges on note and costs which may be incurred as to terms to be extended after foreclosure of the premises, the degree of ground, and the area and boundaries, general, special, state, local, city, county, state, federal, and all other data and matters which shall be necessary to carry out the purpose of this trust, and the costs of such matters shall be deemed to be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. The degree of ground, and the area and boundaries, general, special, state, local, city, county, state, federal, and all other data and matters which shall be necessary to carry out the purpose of this trust, and the costs of such matters shall be deemed to be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. In such event Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

8. The proceeds of any foreclosure sale in the premises shall be first paid to pay the principal and accrued interest of the note secured hereunder, and such proceeds shall be then paid to the holders of the note in the order of priority of their respective liens as hereinbefore mentioned and the balance, if any, shall be paid to the Mortgagor.

9. Mortgagor shall defend, pay and satisfy all judgments and claims against the premises or the person or persons who are or may be liable therefor in any way, and shall indemnify and hold harmless Trustee and holders of the note from and against all such judgments and claims, including costs of defense and reasonable attorney's fees, and shall pay the same when due, and shall make good and satisfy the same in any way which may be deemed expedient.

10. Trustee or the holders of the note shall be empowered to execute and record any and all instruments and to take any and all actions which may be necessary to carry out the purpose of this trust, and the cost of such instruments and actions shall be deemed to be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum.

11. In the event of any default in the payment of any principal or interest on the note hereunder, Trustee or the holders of the note shall have the right to immediately foreclose on the premises and to sell the same at public or private sale, and the proceeds of such sale shall be used to pay the principal and accrued interest of the note secured hereunder, and the balance, if any, shall be paid to the Mortgagor.

12. The Mortgagor shall defend, pay and satisfy all judgments and claims against the premises or the person or persons who are or may be liable therefor in any way, and shall indemnify and hold harmless Trustee and holders of the note from and against all such judgments and claims, including costs of defense and reasonable attorney's fees, and shall pay the same when due, and shall make good and satisfy the same in any way which may be deemed expedient.

13. The Mortgagor shall defend, pay and satisfy all judgments and claims against the premises or the person or persons who are or may be liable therefor in any way, and shall indemnify and hold harmless Trustee and holders of the note from and against all such judgments and claims, including costs of defense and reasonable attorney's fees, and shall pay the same when due, and shall make good and satisfy the same in any way which may be deemed expedient.

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10.00

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<p>IMPORTANT</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD</p>		<p>The instrument now mentioned in the within Trust Deed has been identified hereunder under Identification No. <u>1904-TD</u></p> <p><u>Northwest Commerce Bank</u> as Trustee.</p> <p><u>Asst. Vice President</u></p>	
<p>DELIVER</p> <p>NAME <u>Northwest Commerce Bank</u></p> <p>STREET <u>9797 W Higgins Rd</u></p> <p>CITY <u>Rosemont, Illinois 60618</u></p> <p>OR</p> <p>RECORDER'S OFFICE BOX NUMBER _____</p>	<p>FOR RECORDER'S INDEX PURPOSES</p> <p>INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE</p> <p><u>3721 N. Oketa</u></p> <p><u>Chicago, Illinois 60634</u></p>	<p>25 530 651</p>	<p>10.00</p>

END OF RECORDED DOCUMENT