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TRUST DEED

Insurance and Receiver

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1980 SEP 16 AM 9:00

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SEP 16 67 10 38R

This Indenture, WITNESSETH, That the Grantor

ROBERT E. SPENCER and CHRISTINE M. SPENCER, each individually and as husband and wife,

of the City of Chicago
County of Cook and State of Illinois for and in
consideration of the sum of FIFTY THOUSAND and no/100ths DOLLARS,
in hand paid, CONVEY and WARRANT to FIRST STATE BANK OF HARVARD, Trustee
of the City of Harvard County of McHenry
and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance
of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating,
gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said
premises, situated in the County of Cook in the State of Illinois, to wit:

10.00

The East 30 feet of Lot 11 in Subdivision of Block 6 in Chytraus Addition to Argyle with Lot 14 in Brown's Second Addition to Argyle in the Southwest Quarter of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The lien of this Trust Deed is subordinate to the lien of a certain Trust Deed dated September 25, 1975 and recorded in Cook County, Illinois as Document No. 23237635.

THIS IS A JUNIOR TRUST DEED

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 Grantors, Robert E. Spencer and CHRISTINE M. SPENCER, husband and wife, are

justly indebted upon one principal promissory Note bearing even date herewith, payable to First State Bank of Harvard, in the sum of \$50,000.00 bearing interest at the rate of 14% per annum, due 10/5/85, payable according to its terms at: 201 W. Diggins, Harvard, Illinois 60033 or such other place as the legal holder hereof may from time to time in a writing appoint.

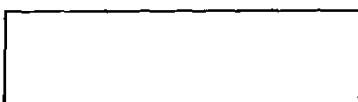
THE GRANTOR S covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; [2] to pay prior to the time the same become due under the law all taxes, general or special, and 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 and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; [6] to keep the said property tenantable and in good repair; and [7] not to suffer any mechanics' or other lien to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid the grantor S agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 16% per cent. per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of foreclosure said abstract shall become the property of the purchaser at 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 such breach at 16% 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 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 an abstract of title showing the whole title to said premises embracing foreclosure decree--shall be paid by the grantor S; that the like expenses and disbursements occasioned by any suit or proceeding wherein

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the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 fees, expenses and disbursements, and the costs of suit, including solicitors' 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 agree that upon the filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, 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 commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Masters' or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantor, or of his refusal or failure to act, then Joseph L. Crabb 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 the 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 30th day of August A. D. 19 80
Robert E. Spencer [SEAL] Christine M. Spencer [SEAL]
Robert E. Spencer [SEAL] Christine M. Spencer [SEAL]
 [SEAL] [SEAL]
 [SEAL] [SEAL]

STATE OF Illinois ss. I, the undersigned
 COUNTY OF _____

Notary Public in and for, and residing in said County, in the State aforesaid
Do hereby Certify, that Robert E. Spencer and Christine M. Spencer, husband and wife,

personally known to me to be the same person whose names are 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 30th day of August A. D. 19 80
Anthony DePue
 Notary Public

Full Name of Grantee First State Bank of Harvard, trustee Complete Address of Grantee 201 W. Diggins Harvard, IL 60033
 This Instrument Prepared by: Attorney Hugh A. Deneen Address P.O. Box 150, Woodstock, IL 60098

No Notary Seal

Doc. No. _____
Trust Deed
 From _____
 To _____
 Mail To: Deneen & Stone
P.O. Box 150
130 Cass
Woodstock, IL 60098
 McHENRY COUNTY, ILLINOIS
 RECORDER'S OFFICE
 WILLERT H. RUSSEL
 Recorder

END OF RECORDED DOCUMENT

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