

25789187

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantors Conrad J. Tuerk and Lorraine M. Tuerk, his wife, each in his and her own right and as husband and wife

of River Forest in the County of Cook State of Illinois for and in consideration of the sum of \$150,000.00 (ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand paid, CONVEY and WARRANT TO Elmhurst National Bank, as Trustee of Elmhurst in the County of DuPage 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 Cook and State of Illinois, to-wit:

\*\*Lot 11 in Block 4 in William H. Beckman's Subdivision of the West half of the West half of the Northeast quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

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 Conrad J. Tuerk and Lorraine M. Tuerk, his wife, are justly indebted upon their Promissory Note in the principal amount of ONE HUNDRED FIFTY THOUSAND DOLLARS bearing even date herewith, payable to the order of Elmhurst National Bank, as Trustee, repayable in 18 monthly installments, loan made to Ribs, Inc. d/b/a Ringo's Barbecue Ranch, with interest at the rate of 2-1/2% over floating prime.

This instrument was prepared by Jules V. Movering, Jr. c/o Elmhurst National Bank Elmhurst, Illinois 60126

THE GRANTORs 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 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 discharge 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 seven 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 any abstract together with attorney's opinion based thereon or Guaranty Title Policy and/or Mortgage Policy together with continuations thereof 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 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.

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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 and/or Title Guaranty Policy 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 grantee or any holder of any part of said indebtedness, as 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 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 receiver's 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 proceeding, 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.

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the \_\_\_\_\_ day of each month, commencing \_\_\_\_\_ until the indebtedness hereby secured shall have been fully paid, an amount equal to 1/12th of the annual rate of late taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder without any other charge of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due. But the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills. The Trustee or noteholder undertakes to attend to payment only upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of any bill therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when paid, shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In the event of a default in any of the provisions contained in this Trust Deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any money at the time on deposit in any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

IN THE EVENT of the death, removal or absence from said DuPage County of the grantee, or of his refusal or failure to act, then Michael W. Stolz 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 hand S and seal S of the grantor S this 13th day of February A. D. 19 81

CONRAD J. TUEBK (SEAL)
LORRAINE M. TUEBK (SEAL)

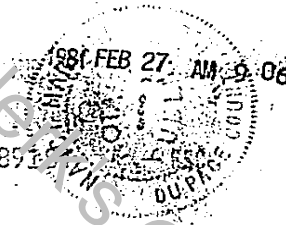
STATE OF ILLINOIS } ss.
DU PAGE COUNTY }

I, Nancy Mancini, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That Conrad J. Tuebk and Lorraine M. Tuebk are

personally known to me to be the same person S whose name S 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 13th day of February A. D. 19 81

Nancy Mancini
Notary Public
FEB-27 1981 25482 3897 25789187



My Commission expires \_\_\_\_\_ 19 \_\_\_\_\_

Principal note identified by:

Michael W. Stolz Trustee
Assistant Vice President

TRUST DEED TO DOCUMENT NO. LOAN NO. MAIL TO 25789187