

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor(s) Robert Searles & Randall F. Summers

25795636

of Harvey in the County of Cook State of Illinois for and in consideration of the sum of \$ 10,000.00

In hand paid, CONVEY S and WARRANT S to Southwest Suburban Bank

of Bolingbrook in the County of Will in the State of Illinois and to its 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 Will and State of Illinois, to-wit:

Lots Thirty (30) and Thirty one (31) in Block One Hundred Thirty-Three (133), in Harvey, a Subdivision of the East half (E 1/2) of the North East Quarter (NE 1/4) of Section Eighteen (18), Township Thirty-six (36) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, IL.

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 S Robert Searles and Randall F. Summers justly indebted upon their Promissory Note in the principal amount of 10,000.00 bearing even date herewith, payable to the order of bearer

Said principal and interest are payable as follows: \$356.29 per month, commencing April 15, 1981, and continuing each month thereafter until February 15, 1984. On March 15, 1984 a final payment of \$356.29 shall be due, at which time principal and interest shall be due and payable. Interest is computed on the above principal amount at the rate of 16.75% A.P.R. All payments shall be made at Southwest Suburban Bank, Bolingbrook, IL 60439.

THIS INDENTURE BEARING DATE OF APRIL 15, 1981, IS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COOK COUNTY CLERK'S OFFICE, 301 QUADRANGLE, BOLINGBROOK, IL

25795636

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 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 discharges or purchase any tax lien or title affecting said premises; and all money so paid, the grantor(s) agree to repay immediately without demand and the same, with interest thereon from the date of payment at eight 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 said abstract 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 eight per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all 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 grantee(s), 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 such 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 receivership 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.

# UNOFFICIAL COPY

It is further understood and agreed by the grantorS that if said grantorS sell and convey said property or any part thereof, the grantee or holder of said indebtedness secured hereby, may declare the entire indebtedness secured by this Trust Deed due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment until the grantee has been notified in writing of such sale and conveyance.

It is further understood and agreed by the grantorS that the indebtedness secured by this Trust Deed may be prepaid in whole or in part at any time without penalty, provided that if any part of the prepayment arises from the refinancing of the indebtedness evidenced thereby, the legal holder hereof shall have the right to require payment of not more than six (6) months' advance interest on that part of the aggregate amount of all prepayments made on the loan within one (1) year prior to the date the loan is repaid, which exceeds twenty per cent (20%) of the original principal amount of the loan.

In the event of the refusal or failure or inability of said Southwest Suburban Bank to act, then Chicago Title & Trust Company 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 Will 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 seatS of the grantorS this 2nd day of March, A.D. 19 81  
\_\_\_\_\_  
(SEAL) Robert A. Searles (SEAL)  
\_\_\_\_\_  
(SEAL) Randall F. Summers (SEAL)

STATE OF ILLINOIS }  
WILL COUNTY } ss

I, Diane Kay Haaland a Notary Public in and for and residing in  
said County of the said State aforesaid, DO HEREBY CERTIFY That Robert Searles & Randall F. Summers

personally known to me to be the same personS whose nameS are \_\_\_\_\_ subscribed  
to the foregoing instrument, appeared before me this day in person, and acknowledged that  
the y signed, sealed and delivered the said instrument as their free and voluntary act for  
the uses and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this third day of  
March, A.D. 19 81

My Commission expires My Commission Expires 10-20-84

The Installment note mentioned in the within Trust Deed (1981) identified  
herewith under Identification No. \_\_\_\_\_

By Diane Kay Haaland  
VICE PRESIDENT (Title)

1991 MAR 5 11 3 04

MAR-5-81 4 1 7 9 3 7 25795636 10.00



TRUST DEED  
TO  
Trustee



**SOUTHWEST  
SUBURBAN BANK**  
30 QUADRANGLE DRIVE (OFF LILY CACHE LAINE)  
BOONINGBROOK, IL 60039  
312-759-1234

25795636

**END OF RECORDED DOCUMENT**