

# UNOFFICIAL COPY

*Case*

## TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor  
Oak Lawn Trust & Savings Bank as trustee  
u/t/a #819

25881006

of Oak Lawn in the County of Cook  
State of Illinois for and in consideration of the  
sum of fifteen thousand eighty five & 00/100

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand paid, CONVEY S and WARRANT S TO  
Bank of Clarendon Hills  
Village

of Clarendon Hills 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, light-  
ing, 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 DuPage and State of Illinois, to-wit:

Lot 13 (Except the North 100 feet of the East 250 feet) in County  
Clerk's Division of Section 27, Township 37 North, Range 11, East  
of the Third Principal Meridian, in Cook County, Illinois.

105879

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
MAY 26 PM 12:34

*Sidney K. Olson*  
RECORDER OF DEEDS  
25881006

Common Address: Derby Road, Lemont, Illinois 60439

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 Oak Lawn Trust & Savings Bank as trustee u/t/a #819  
justly indebted upon a Promissory Note in the principal amount of \$15,085.00  
bearing even date herewith, payable to the order of Bank of Clarendon Hills

TOGETHER WITH ANY AND ALL RENEWALS, PARTIAL RENEWALS OR EXTENSIONS  
THEREOF WHICH MAY FROM TIME TO TIME BE GRANTED AT THE OPTION OF THE  
HOLDER OF THE NOTE.

### THIS INSTRUMENT PREPARED

BY Vance E. Halvorson AS

Vice President OF THE  
BANK OF CLARENDON HILLS  
200 Park Ave., Clarendon Hills, Ill.

10.00

25881006

THE GRANTOR S and agree S 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 assess-  
ments, or discharges or purchase any tax lien or title affecting said premises; and all money so paid, the grantor S agree S 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 S paid, and in case of foreclosure  
said title 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 of 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 securing 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 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 waive S 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 S  
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.

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Property

THIS TRUST DEED is executed by the Oak Lawn Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Oak Lawn Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Oak Lawn Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Oak Lawn Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Oak Lawn Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

OAK LAWN TRUST AND SAVINGS BANK as Trustee as aforesaid and not personally,

By Robert A. Cartwright ~~XXXXXXXXXXXX~~ TRUST OFFICER

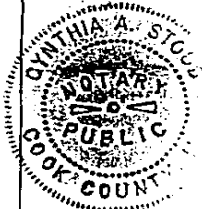
Attest: Debra A. Pisuro ~~XXXXXXXXXXXX~~ Authorized Signature

the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Robert A. Cartwright, Trust Officer

~~XXXXXXXXXXXX~~ of the Oak Lawn Trust and Savings Bank, and Debra A. Pisuro, Authorized Signature

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.



~~XXXXXXXXXXXX~~ of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and/or Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that said Assistant Cashier, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Cashier's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of May, 19 81

Cynthia A. Stuebgen  
NOTARY PUBLIC

25881005

**IMPORTANT**  
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.

The instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

Trustee

Notary's Office

# UNOFFICIAL COPY

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made \_\_\_\_\_, 19\_\_\_\_, between Oak Lawn Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated \_\_\_\_\_ and known as trust number \_\_\_\_\_, herein referred to as "First Party," and

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of \_\_\_\_\_ Dollars,

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows:

from time to time unpaid at the rate of \_\_\_\_\_

per cent per annum payable

with interest on the principal balance

IN THE EVENT

90018857

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum payable with interest on the principal balance

IN THE EVENT of the death, removal or absence from said \_\_\_\_\_ County of the grantee, or of his refusal or failure to act, then \_\_\_\_\_ 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 and seal of the grantor this 14th day of May A. D. 19 81

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS }  
DU PAGE COUNTY } ss.

I, \_\_\_\_\_ a Notary Public in and for and residing in  
said County, in the said State aforesaid, DO HEREBY CERTIFY That \_\_\_\_\_

personally known to me to be the same person, whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

he signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of

A. D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public.

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

Principal note identified by:

\_\_\_\_\_  
Trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specified by said described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Oak Lawn Trust & Savings Bank, as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BOX 533

TRUST DEED

TO

Trustee

Document No.

52887000

MAILED Bank of Clarendon Hills,  
Attn: V. E. Halvorson, V.P.,  
200 Park Avenue  
Clarendon Hills, IL 60514

Stock Form 680-A DuPage County

UNIVERSITY MICROFILMS - CHICAGO

END OF RECORDED D/C

25281006