

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantors  
LENOX C. SMITH and CAROL MEYERS SMITH, his wife  
each in his and her own right and as husband  
and wife

25161998

of Indian Head Park in the County of Cook  
State of Illinois for and in consideration of the  
sum of \$ 40,000.00 (FORTY THOUSAND AND NO/100 DOLLARS)  
hand paid, CONVEY and WARRANT TO ELMHURST NATIONAL BANK, TRUSTEE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

of Elmhurst in the County of DuPage 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 Cook and State of Illinois, to-wit:

Lot 5 (except the Easterly 2.00 feet thereof) in area 46 in Acacia Unit Four,  
being a subdivision of part of the Northwest quarter of Section 20, Township  
38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois,  
according to the Plat thereof recorded on March 20, 1974 as Document No. 22659755.

THIS MORTGAGE IS A JUNIOR MORTGAGE

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 LENOX C. SMITH and CAROL MEYERS SMITH, his wife, are  
justly indebted upon their Promissory Note in the principal amount of FORTY THOUSAND AND NO/100 DOLLARS

bearing even date herewith, payable to the order of BEARER and duly delivered a Elmhurst National Bank,  
Elmhurst, Ill., with interest from date at the rate of 13 1/2% per annum on the unpaid  
balance until paid, said principal and interest to be payable in installments as follows:  
ONE THOUSAND THREE HUNDRED FIFTY SEVEN AND 42/100 DOLLARS (\$1,357.42) on the 30th day  
of October, 1979 and a like sum on the 30th day of each and every month thereafter  
until this note is fully paid, except the final payment if not sooner paid, shall be  
due and payable on the 30th day of September, 1982; with privilege of making additional  
principal payments on any installment payment date; in and by which said note it is  
provided that in case of default in making payment of any installment of principal or  
of interest when due in accordance with the terms of said note, or in case of a breach  
of any of the covenants or agreements herein stipulated, then the whole sum remaining  
unpaid together with accrued interest thereon, shall, at once, at the election of the  
legal holder or holders thereof, become immediately due and payable without notice.

Payment of this mortgage may not be assumed by anyone other than the mortgagor without  
the express written consent of the mortgagee and any assumption without such consent  
will cause the mortgage and note to become immediately due and payable.

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

THE GRANTOR 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  
waive 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 as 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 agree to repay immediately without demand, and the same, with interest  
thereon from the date of payment at ~~seven~~ <sup>thirteen and one-half</sup> 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 is 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 property.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all  
accrued 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~~ <sup>thirteen and one-half</sup> 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.

/thirteen and one-half

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IT IS AGREED by the grantor 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 compiling abstract and/or Title Guaranty Policy showing the whole title to said premises embracing foreclosure decree — shall be paid by the grantor; 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. 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 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 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.

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the N/A day of each month, commencing N/A until the indebtedness hereby secured shall have been fully paid, an amount equal to 1/12th of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder without any allowance 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 demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued 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 moneys on deposit on 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 George O. Earl 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 S this 21st day of September, A. D. 19 79

(SEAL) Lenox C. Smith, Jr. (SEAL)  
LENOX C. SMITH, JR.  
(SEAL) Carol Meyers Smith (SEAL)  
CAROL MEYERS SMITH

STATE OF ILLINOIS } ss.  
DU PAGE COUNTY }

I, Lois J. Barnett, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That Lenox C. Smith and Carol Meyers Smith, his wife, are

personally known to me to be the same person S whose name S and S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, or they, signed, sealed and delivered the said instrument as their 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 21st day of September, A. D. 19 79



Lois J. Barnett  
Notary Public  
April 25, 19 82

Principal note identified by: ELMHURST NATIONAL BANK

James O. Smith  
Vice President  
April 11 82  
Trustee.

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TRUST DEED

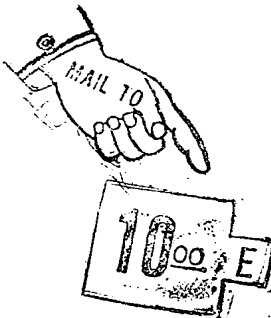
TO

TRUSTEE

DOCUMENT NO.

LOAN NO.

48900



MAIL TO  
ELMHURST NATIONAL BANK  
105 S. YORK STREET  
ELMHURST, ILLINOIS

25161998

PRECISION PRINTING CO. 7

END OF RECORDED DOCUMENT