

TRUST DEED

26576997

THIS INDENTURE WITNESSETH: That the Grantor S Arthur J. Morissette and wife Linda M. Morissette as joint tenants

of Schaumburg in the County of Cook State of Illinois for and in consideration of the sum of \$ Twenty Two Thousand and no/100's

in hand paid CONVEY and WARRANT to BANK OF NAPERVILLE, an Illinois Banking Corporation, as Trustee

of Naperville 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: Cook

Lot 169 in Timbercrest Woods Unit Number 4, being a subdivision of the Southeast 1/4 of Section 21 and the Southwest 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian according to the Plat thereof recorded March 18, 1966 as Document number 19770676 in the Recorder's Office of Cook County, Illinois.

COMMON ADDRESS: 309 West Beech, Schaumburg 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 Grantor S Arthur J & Linda M. Morissette, his wife, as joint tenants justly indebted upon their Promissory Note in the principal amount of \$22,000.00 bearing even date herewith, payable to the order of BEARER

26576997

This Instrument Was Prepared By George K. Pilkenton Attorney At Law 503 N. Washington St. Naperville, Illinois 60540

The GRANTOR Schwaenke 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) the estate 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 eight per cent, per annum, shall be so much additional indebtedness secured hereby. maximum allowable rate

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 of said indebtedness had then matured by express terms. maximum allowable rate

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 completing abstract showing the whole title to said premises embracing foreclosure decree--shall be paid by the grantor; and the like expense 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 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 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 grantor<sup>S</sup> 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 grantor 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 Bank of Naperville 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 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<sup>S</sup> this 9th day of April, A. D. 19 83

Arthur J. Morissette (SEAL) Linda M. Morissette (SEAL)  
(SEAL) (SEAL)

STATE OF ILLINOIS,  
DU PAGE COUNTY

I, the undersigned, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That Arthur J. & Linda M. Morissette his wife, as joint tenants

personally known to me to be the same person<sup>S</sup> whose name<sup>S</sup> 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 purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 9th day of April, A. D. 19 83

My Commission expires May 10, 1986

The installment now mentioned in the within Trust Deed has been identified herewith under

Identification No. 99-732.1

Ludney

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1983 APR 21 AM 9:46

APR-21-83 748431

26576997

10.00

TRUST DEED

TO

Trustee

DOCUMENT No.

MAIL TO

BANK OF NAPERVILLE  
503 N. Washington St.  
Naperville, Illinois 60540

COMM. LOAN DEPT.

26576997

END OF RECORDED DOCUMENT