

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Seimoy H. Olson

RECORDER OF DEEDS

26595217

1983 MAY -5 AM 10:45

26 595 217

930497

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor S
John D. Peckham and C. Jill Peckham, his wife

of Burr Ridge in the County of Cook
State of Illinois for and in consideration of the
sum of Five thousand and 00/100 Dollars

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

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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 30 in A. E. Fossier and Company's The Woods a Subdivision of part of the
North West quarter of Section 8, Township 38 North, Range 12, East of the
Third Principal Meridian, in Cook County, Illinois.

Common Address: 1115 Laurie Court, Burr Ridge, Illinois 60521

10.00

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 John D. Peckham and C. Jill Peckham, his wife

justly indebted upon a Promissory Note in the principal amount of \$40,000.00
bearing even date herewith, payable to the order of Bank of Clarendon Hills

in two successive annual instalments of \$15,300 each, beginning December 30, 1983
and thereafter on the same day of each subsequent year and a final instalment
which shall be \$34,047.43 until paid in full. (Due date of final payment is
December 30, 1985).

THIS INSTRUMENT PREPARED

BY George C. Mottier AS

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

THE GRANTOR S covenant 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 of 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 to repay
immediately without demand, and the same, with interest thereon from the date of payment at 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 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 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 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 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 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.

BOX 533

26 595 217

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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 S and seal S of the grantorS this 16th day of April A. D. 1983

John D. Peckham (SEAL)

C. Jill Peckham (SEAL)

STATE OF ILLINOIS }
DU PAGE COUNTY } ss.

I, the undersigned _____ a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY That John D. Peckham and C. Jill Peckham, his wife

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

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.

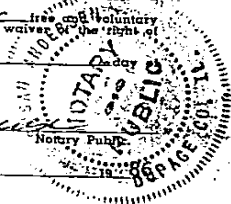
GIVEN under my hand and Notarial seal this 16th day of April A. D. 1983.

Susan Andersen
Notary Public

My Commission expires January 7,

Principal note identified by: _____

Trustee.



Property of Cook County Clerk's Office

TRUST DEED

TO

Trustee

DOCUMENT No.

MAIL TO

Stock Form 650-A DuPage County

DESIGNED BY THE SECRETARY OF STATE - CHICAGO

END OF RECORDED DOCUMENT