

Sally R. Walker

26941140

RECORDER
COOK COUNTY

②

20139CT

Jan 11: 23

Allen

TRUST DEED

JAN-24-84 8 6 2 7 8 5 0 26941140 u A

Rec 10.20

THIS INDENTURE WITNESSETH: That the Grantor S
Thomas V. Prusank and Ellen G. Prusank,
his wife
village
of Burr Ridge in the County of
State of Illinois for and in consideration of the
sum of \$ Thirty eight thousand five hundred and 00/100
dollars in hand paid, CONVEYANCE and WARRANT TO

THE ABOVE SPACE FOR RECORDER'S USE ONLY
Bank of Clarendon Hills

1/24/84

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 38 in Burr Oaks Glen Unit 1, a subdivision of part of the West 1/2 of
the Southeast 1/4 of Section 30 Township 38 North, Range 12, East of the
Third Principal Meridian, in Cook County, Illinois.

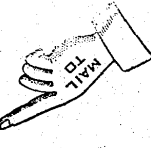
Common Address: 11420 Burr Oak Lane, Burr Ridge, IL 60521

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, Thomas V. Prusank and Ellen G. Prusank, his wife
justly indebted upon an Installment Promissory Note in the principal amount of \$38,500.00
bearing even date herewith, payable to the order of Bank of Clarendon Hills

in 11 successive monthly instalments of \$411.00 each, beginning February 20, 1984
and thereafter on the same day of each subsequent month and a final instalment
which shall be \$38,799.39 until paid in full. (Due date of final payment
is January 20, 1985).

THIS INSTRUMENT PREPARED
Vance E. Halvorson AS
BY Vice President OF THE
BANK OF CLARENDON HILLS
200 Park Ave., Clarendon Hills, Ill.



26941140

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 assess-
ments, or discharge 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 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 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 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,
and the cost of suit, including solicitor's fees, 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

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 20th day of January A. D. 19 84

Thomas V. Prusank (SEAL)
Thomas V. Prusank
(SEAL)

Ellen G. Prusank (SEAL)
Ellen G. Prusank
(SEAL)

STATE OF ILL. NOIS. } ss.
DU PAGE COUNTY }

I, _____ the undersigned _____, a Notary Public in and for and residing in said County in the said State do HEREBY CERTIFY That _____ Thomas V. Prusank and Ellen G. Prusank, his wife



personally knows me to be the same person _____ whose name _____ 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 20th day of January 19 84

Suzanne Coleman
Notary Public

My Commission expires June 13, 19 87

Principals identified by: _____ Trustee.

TRUST DEED

TO

Trustee

DOCUMENT NO.

MAIL TO

Stock Form 650-A DuPage County

ISSUED BY THE STATE OF ILLINOIS

END OF RECORDED DOCUMENT

PROPERTY OF COOK COUNTY CLERK'S OFFICE

26941742