

26948945

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor Interstate Bank of Oak Forest as Trustee u/t/a No. 83-6 dated February 7, 1983 village of Oak Forest in the County of Cook State of Illinois for and in consideration of the sum of \$ Thirty thousand two hundred ninety-six and 00/100 THE ABOVE SPACE FOR RECORDER'S USE ONLY in hand paid, CONFIRMED and WARRANT TO dollars

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, 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 DuPage and State of Illinois, to-wit:

The West 1/2 of the North 1/2 of Lot 25, in the Arthur T. McIntosh Company's Southtown Farms, Unit No. 7, being a subdivision of the North 120 rods of the East 80 rods of the Southeast Fractional 1/4 of Section 22, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4011 W. 165th St., Markham, IL

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 Interstate Bank of Oak Forest as Trustee u/t/a No. 83-6 justly indebted upon a Promissory Note in the principal amount of \$30,296.00 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.

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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 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 assessments, or discharges 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 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 been matured by express terms.

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 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 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.

IN THE EVENT of the death, removal or absence from said Cook 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 January A. D. 19 84

INTERSTATE BANK OF OAK FOREST (SEAL)

AS TRUSTEE UNDER TRUST NO. 83-6 (SEAL)

DATED February 7, 1983 (SEAL)

STATE OF ILLINOIS }
DU PAGE COUNTY } ss.

I, Mary J. Watanabe

in the said State aforesaid, DO HEREBY CERTIFY That James A. Dolan, Exec. Vice President & Trust Officer and Janice A. Gedroc, Asst. Trust Officer a Notary Public in and for and residing in _____

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

IF EXPRESSLY MADE I have personally and agreed by and between the parties hereto, the Y signed, sealed and delivered the said instrument as their free and voluntary act and deed, and in full understanding, that each and all of them, for the uses and purpose therein set forth, including the release and waiver of the right of rescission, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee while in form purporting to be the act and deed of the Trustee, shall be binding upon them, and the said Trustee, inasmuch as the said 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 that no personal liability or personal responsibility is assumed by the Trustee at any time be asserted or enforceable against the Interstate Bank of Oak Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, shall be hereby released and released.

GIVEN under my hand and Notarial seal this 14th day of January A. D. 19 84.

Mary J. Watanabe Notary Public.

Commission expires November 15, 19 85

Principal note identified by: _____ Trustee.

30 JUN 84 12:30
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TRUST DEED

TO _____

Trustee _____

Document No. _____

MAIL TO James Chalmers

BANK OF CLARENDON HILLS
200 Bank Avenue
CLARENDON HILLS, ILLINOIS 60514

Stock Form 650-A DuPage County
64687625

END OF RECORDED DOCUMENT