

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor^s,
Loraine G. Gervais, unmarried and John W.
Grosshauser, presently married to Bonnie Grosshauser,

26121307

of Barkley in the County of Cook
State of Illinois for and in consideration of the
sum of Eleven Thousand Six Hundred Three and 75/100 (\$11,603.75)
in hand paid, CONVEY and WARRANT TO
Elmhurst National Bank, as Trustee
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:

The South West quarter of that part of Lot 15 lying South of the North
33 feet of said Lot in Block 3 1/2 Wolf Road Highlands, Robertson and Young's
Subdivision in Section 7, Township 39 North, Range 12, East of the Third
Principal Meridian in Cook County, Illinois.

THIS INSTRUMENT IS A SECURED INSTRUMENT

26121307

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, Loraine G. Gervais and John W. Grosshauser
heretofore indebted upon an Promissory Note in the principal amount of Eleven Thousand Six Hundred Three
and 75/100 (\$11,603.75)

bearing even date herewith, payable to the order of Elmhurst National Bank, as Trustee and duly delivered
at Elmhurst National Bank, in Elmhurst, Illinois, with interest from the date at the
rate of 20.0% per annum on the unpaid balance until paid, said principal and interest
to be payable in installments as follows: One Hundred Thirty Eight and 1/100 dollars
(\$138.14) on the twentieth day of January, 1982 and a like sum on the twentieth day
of each and every month thereafter until this note is fully paid, except that the final
payment if not sooner paid, shall be due and payable on the twentieth day of December,
1988; with privilege of making additional principal payments on any installment pay-
ment 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.

This instrument was prepared by
James W. Howering, Jr.
c/o Elmhurst National Bank 107 S. York
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 assess-
ments 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 in companies to be approved by the holder of and to 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 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 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 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
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 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.

UNOFFICIAL COPY

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 and/or Title Guaranty Policy 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, 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 _____ day of each month, commencing _____ 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 if 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 his option, without being required to do so, apply any moneys of the _____ 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 Janice S. Kinzel 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 receive said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand, S and seal, S of the grantor, S this 21st day of December A. D. 1981

Lorraine G. Gervais (SEAL)
John W. Grosshauser (SEAL)

STATE OF ILLINOIS } ss.
 DU PAGE COUNTY }

I, Carol Brown, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY that Lorraine G. Gervais, unmarried and John W. Grosshauser, presently married to Bonnie Grosshauser,

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 to he 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 December A. D. 1981

NOTARY PUBLIC
 CAROL BROWN
 My Commission Expires July 21, 1984

Carol Brown
 Notary Public

Principal note identified by: ELMHURST NATIONAL BANK
Mary A. Hansen Trustee

TRUST DEED

TO

DOCUMENT NO.

LOAN NO.

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

PRECISION PRINTING CO. 7

END OF RECORDED DOCUMENT