

# UNOFFICIAL COPY

## TRUST DEED

27248979

THIS INDENTURE WITNESSETH: That the Grantor  
Douglas B. Marks and Cynthia L. Marks, his wife

of Downers Grove in the County of DuPage  
State of Illinois for and in consideration of the  
sum of twenty-five thousand and 00/100 dollars  
in hand paid, CONVEY and WARRANT TO

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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, 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 29 in Block 8 in Western Springs Resubdivision of the East 1/2 of  
Section 6, Township 38 North, Range 12 and Sections 31 and 32, Township 39 North  
Range 12, all East of the Third Principal Meridian in Cook County, Illinois.

27248979

Common Address: 4320 Wolf Road, Western Springs, Illinois 60558

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, Douglas B. Marks and Cynthia L. Marks, his wife

justly indebted upon a Promissory Note in the principal amount of \$25,000.00  
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.

THE GRANTORS 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) to repair and  
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 on 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 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.

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, 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 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.

# 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 23d day of August, A. D. 1984.

\_\_\_\_\_  
(SEAL) Douglas B. Marks (SEAL)  
\_\_\_\_\_  
(SEAL) Cynthia L. Marks (SEAL)

STATE OF ILLINOIS } ss.  
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 Douglas B. Marks and Cynthia L. Marks, his wife

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ 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 23d day of August, A. D. 1984.

Susan Andersen  
Susan Andersen Notary Public.  
My Commission expires January 7, 1986.

Principal note identified by: \_\_\_\_\_

Trustee.



SEP-11-84 9 51 44 7 27248279 A - REC 10.00

11 SEP 84 13 37

REC

TRUST DEED

TO

Trustee

DOCUMENT NO.



MAIL TO  
Susan Andersen  
Bank of Clarendon Hills  
200 Park Avenue  
Clarendon Hills, IL 60514

Stock Form 650-A DuPage County

PRINTED FROM TYPESET CO. - CHICAGO

END OF RECORDED DOCUMENT