

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

26 DEC 84 3 1 53

26 DEC 84 3 1 53

TRUST DEED

27383306

THIS INDENTURE WITNESSETH: That the Grantor<sup>S</sup> William S. Foley and Catherine Foley, his wife

of Elk Grove Village in the County of Cook State of Illinois for and in consideration of the sum of \$ One Hundred Thousand & No/100- Dollars

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in and paid CONVEY and WARRANT TO Bank of Clarendon Hills

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:

Lot 4409 in Elk Grove Village Section 14, being a Subdivision in the South Half of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office on October 21, 1965 as Document No. 196201 & 1 in Cook County, Illinois

Common Address: 383 Wellington Ave., Elk Grove Village, IL

11 00 E

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<sup>S</sup> William S. Foley and Catherine Foley, his wife justly indebted upon their Promissory Note in the principal amount of \$100,000.00 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 Rod L. Kuecker AS Loan Officer OF THE BANK OF CLARENDON HILLS 200 Park Ave., Clarendon Hills, Ill.

THE GRANTOR<sup>S</sup> 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 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<sup>S</sup> agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 10 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 10 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<sup>S</sup> 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<sup>S</sup>, and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantor<sup>S</sup> or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor<sup>S</sup>. 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<sup>S</sup> 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.

27383306

27383306

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

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 grantor S this 11th day of December A. D. 19 84

\_\_\_\_\_  
(SEAL) X William S. Foley (SEAL)  
William S. Foley  
\_\_\_\_\_  
(SEAL) X Catherine Foley (SEAL)  
Catherine Foley

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 \_\_\_\_\_  
William S. Foley and Catherine Foley, 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 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 11th day of December A. D. 19 84

Susan Andersen  
Susan Andersen Notary Public.

My Commission expires January 7 19 86

Principal note identified by: \_\_\_\_\_  
Trustee.

Property of Cook County Clerk's Office

27383306

TRUST DEED  
TO  
Trustee  
DOCUMENT NO.  
MAIL TO  
Stock Form 650-A DuPage County  
NUMBER FROM TREASURY CO. CHICAGO

END OF RECORDED DOCUMENT