

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor S Charles P. Martin and Patricia O. Martin, his wife

85063253

of Lemont in the County of Cook State of Illinois for and in consideration of the sum of \$6,174.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand 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 49 in Equestrain Estates Unit 3 being a Subdivision of Part of the South West 1/4 of Section 24, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof Recorded April 19, 1978 as Document Number 24409291, in Cook County, IL.

Common Address: 20 Horseshoe Drive, Lemont, IL 60539

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois IN TRU T, nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS, the Grantor S Charles P. Martin and Patricia O. Martin, his wife jointly indebted to Bank of Clarendon Hills in the principal amount of \$6,174.00 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

THE GRANTOR S, severally and jointly, as follows: (1) to pay said indebtedness, and the interest thereon as herein provided and according to the terms and effect of said note; (2) of acceding to any agreement extending time of payment; (3) 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; (4) 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; (5) that waste on said premises shall not be committed or suffered; (6) to keep all buildings on any time on said premises insured against loss by fire, windstorm and such other hazards as companies to be approved by the holder; and (7) amount equal to said indebtedness and interest thereon to be applied in and toward the payment of said indebtedness, and (8) not to suffer any mechanics or other lien to attach to said premises, in the event of failure to make or pay taxes or assessments, the trustee or holder of said indebtedness, may procure such lien and/or pay such taxes or assessments or procure or purchase any life affecting said premises, and if money so paid, the grantor S agree to repay immediately without demand, and the same, with interest thereon from the date of payment at PER NOTE 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, principal 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 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 PER NOTE 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, costs for documentary evidence, stenographer's charges, cost of procuring and 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 grantor S, or any holder of any part of said indebtedness, or any other 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; whether proceeding, whether decree of sale shall have been entered or not, shall not be diminished, nor a release hereof given, until all such expenses 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 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 at change of said premises and collect such income and the same less reasonable expenses, including reports, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered on 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.

85063253

# 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.

WITNESSE the hand S. and seal S. of the grantor S. this 31st day of May A. D. 1985.  
*Charles P. Martin* (SEAL) *Patricia O. Martin* (SEAL)  
Charles P. Martin Patricia O. Martin  
(SEAL) (SEAL)

STATE OF ILLINOIS, )  
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 \_\_\_\_\_ Charles P. Martin and Patricia O. Martin, his wife

personally known to me to be the said person S. whose name S. \_\_\_\_\_ 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 31st day of May A. D. 1985.

*Reva Davis*  
Notary Public  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT 2, 1986

My Commission expires \_\_\_\_\_ Principal note identified by: \_\_\_\_\_

Property of Cook County Clerk's Office

11.00

JUN-17-85 3 2 2 6 4 • 85063253 - A - Rec 11.00

TRUST DEED

TO

Trustee



DOCUMENT NO.

Mail To: Bank of Clarendon Hills  
200 Park Avenue  
Clarendon Hills, IL 60514  
Attn: Susan Andersen

Stock Form 650-A DuPage County