

85144776

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor
Esther Marie Larson

City
of Chicago in the County of Cook
State of Illinois for and in consideration of the
sum of \$4,190.11
in hand paid, CONVEY and WARRANT TO
Bank of Clarendon Hills

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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:

Parcel 1:
Unit 1-L together with its undivided .2481 percent interest in the common elements in Newberry Plaza Condominium as delineated and defined in the Declaration recorded as Document Number 25773994, and amended by Document 25-900-241, being in the East 1/2 of the Southeast 1/4 of Section 4, and the South Fractional 1/4 of Section 3, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:
Easement appurtenant to and for the benefit of Parcel 1 as set forth in the reciprocal easement and operating agreement ("Operating Agreement") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 25773375 for the purpose of ingress and egress.

Common Address: 1030 N. State Chicago, IL 60610
Permanent Parcel No. 17-04-424-051-1521

Hereby releasing and waiving all right, 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 Esther Marie Larson
justly indebted upon an xxxxxxxx instalment principal amount of \$4,190.11
bearing even date herewith, payable to the order of Bank of Clarendon Hills

in 59 successive monthly instalments of \$97.49 each, beginning July 25, 1985 and thereafter on the same day of each subsequent month and a final instalment which shall be \$97.49 until paid in full. (Due date of final payment is July 24, 1990.)

THIS INSTRUMENT PREPARED

BY Vance E. Halvorson AS
Vice President OF THE
CLERK OF THE DU PAGE COUNTY CLERK'S OFFICE
100 N. W. Jackson Street, Chicago, Ill.

THE GRANTOR covenants and agrees 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 as 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 discharge 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 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 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 covenants and 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 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.

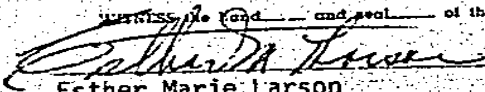
IT IS AGREED by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, ratings for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises exhibiting foreclosure decree shall be paid by the grantor; and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantor, 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, at an election 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.

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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 my hand and seal of the grantor this 20th day of July A. D. 1985



Esther Marie Larson (SEAL)

(SEAL)

STATE OF ILLINOIS, I am
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 To: Esther Marie Larson

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

she signed, sealed and delivered the said instrument as her 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 20th day of July A. D. 1985



Susan Andersen Notary Public
My Commission expires January 7 1986

Principal not identified by: _____
Trustee: _____

411-13-85 37495 • 85144776 - A — Fee: 2.00 + 1.00

TRUST DEED

TO

Trustee

11 85

DOCUMENT NO.



Bank of Clarendon Hills
200 PARK AVENUE
Clarendon Hills, IL 60514
Attn: Susan Andersen

Stock Form 650-A DuPage County

85-11-13-85