

TRUST DEED

85266453

THIS INDENTURE WITNESSETH: That the Grantor Royal R. Faubion, divorced and not since remarried

of Chicago In the County of Cook State of Illinois for and in consideration of the sum of \$ Ninety thousand and 00/100 dollars

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 Cook and State of Illinois, to-wit:

Unit No. 125 in Carl Sandburg Village Condominium No. 3 as delineated on a survey of parts of certain lots in Chicago, Land Clearance Commission No. 3, being a consolidation of lost and parts of lots and vacated alleys in Bronson's Addition to Chicago and certain resubdivision, all in Northeast 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. 25032910 together with its undivided percentage interest in the common elements.

Grantor also hereby grants to grantee, his, her or their successors and assigns as rights and easements appurtenant to the above described real estate the rights and easements for the benefit of said real estate set forth in the aforesaid Declaration and in the Declaration of covenants, conditions, restrictions and easements ("Homeowner's Declaration") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 24917788 and registered in the Office of Registrars of Titles of Cook County, Illinois as Document No. LR-3085871, as amended from time to time, and grantor reserves to itself, its successors and assigns the rights and easements set forth in said Declaration and the Homeowner's Declaration for the benefit of the remaining real estate described therein.

Common Address: 125 E. Goethe, Chicago, IL 60610

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 Royal R. Faubion, divorced and not since remarried justly indebted upon a Promissory Note in the principal amount of \$90,000.00 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

PROPERTY INDEX NUMBERS

17-04-209-044-1030 Unit

THIS INSTRUMENT PREPARED

BY Richard P. Barry AS

Asst. Vice-President OF THE

Bank of Clarendon Hills

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the terms 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 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 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 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 is 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 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, we have all right in 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.

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