

UNOFFICIAL COPY

TRUST DEED

89046191

THIS INDENTURE WITNESSETH: That the Grantor
Richard C. Coleman, divorced and not
since remarried

of City of Elmhurst in the County of DuPage
State of Illinois for and in consideration of the
sum of \$ TEN and No/100

THE ABOVE SPACE FOR RECORDER'S USE ONLY

In hand paid, CONVEY and WARRANT TO
BANK OF ELMHURST, as Trustee

of City of Elmhurst 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 COOK and State of Illinois, to-wit:

**Lot 22, 23 and 24 in Seymour and Little's Subdivision of Block
57 (by the Union Mutual Life Insurance Company) of Section 19,
(except the South 300 acres thereof) in Township 39 North, Range
13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6731 West 16th Street, Berwyn, Illinois

Permanent Index No. 16-19-224-050

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 Richard C. Coleman, divorced and not since remarried

is justly indebted upon a Promissory Note in the principal amount of
bearing even date herewith, payable to the order of BANK OF ELMHURST

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6731 West 16th Street, Berwyn, Illinois

12.00

THE GRANTOR 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 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 agree to repay
immediately without demand, and the same, with interest thereon from the date of payment at seven 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 abstract 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 seven 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 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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Richard C. Coleman, divorced
and not since remarried

TO

Bank of Elmhurst

Trustee

DOCUMENT No. _____

MADE TO BANK OF ELMHURST

990 N. York Road

Elmhurst, IL 60126

Property of Cook County Clerk's Office

personally known to me to be the same person whose name _____ is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.
G. I under my hand and Notarial seal this _____ day of _____ A. D. 1989
Margaret Witucki
Notary Public
My Commission expires _____ March 21, _____ 1989

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STATE OF ILLINOIS
DU PAGE COUNTY

Richard C. Coleman
Richard C. Coleman

WITNESS the hands and seal of the grantor this _____ day of _____ A. D. 1989

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 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 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 party entitled thereto on receiving his reasonable charges.

IN THE EVENT of the death, removal or absence from said County of the grantee, or of his refusal or failure to act, then

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