

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor S Harry R. Ferris, a/k/a Randy Ferris and Kathleen Ferris, his wife

of Village of Bensenville in the County of DuPage in the State of Illinois for and in consideration of the sum of \$ 185,000.00

In hand paid, CONVEY.. and WARRANT... to VILLA PARK TRUST & SAVINGS BANK, an Illinois Banking Corporation of Villa Park in the County of DuPage in the State of Illinois as Trustee, and its 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, air conditioning, water, power, 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:

Lots 6,7,8,9,10, 11 and 12 in Block 8 in Vendley and Company's Berkeley Gardens, being a Subdivision of Lot 2 in the Subdivision of the North East quarter lying North of St. Charles Road of fractional Section 7, Township 39 North, Range 12, East of the Third Principal Meridian and lying North of the Indian Boundary Line in Cook County, Illinois.

Permanent Parcel No.: 15-07-208-031-0000

C/K/A: 5630 St. Charles Road Berkeley, Illinois 60163

COOK COUNTY, ILLINOIS

1989 APR 25 AM 10:46

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THIS CO

72-02-531 D Miller F1

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 S Harry R. Ferris, a/k/a Randy Ferris and Kathleen Ferris, his wife

justly indebted upon their principal Promissory Note 4724 bearing even date herewith, payable to the order of VILLA PARK TRUST & SAVINGS BANK, the principal sum of \$ 185,000.00 payable in installments as follows: \$ 2,281.05 on the fifteenth day of June 1989, and \$ 2,281.05 or more on the fifteenth day of each of every month thereafter until said sum is fully paid. Each monthly installment shall be applied first on interest and then on principal.

with the exception of the final payment of \$157,982.32 on May 15, 1994

"This instrument was prepared by Jo Anne Verona who is a typist for Villa Park Trust & Savings Bank, 10 S. Villa Avenue, Villa Park, Illinois."

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) 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 or pay 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... agree... to repay immediately without demand, and the same, with interest thereon from the date of payment at eight 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 trustees until said note or notes are paid in full and in case of foreclosure said evidence of 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 eight 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 compiling abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor... and the like expenses and disbursements 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... 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 ceases, that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may be appointed to take possession or charge of said premises, and collect such income and the same, less receiver's expenses, 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.

UNOFFICIAL COPY

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| <p>Street address of property described herein:</p> <p>5630 St. Charles Road</p> <p>Berkeley, Illinois</p> | <p>DELIVER OR MAIL TO</p> <p>VILLA PARK TRUST & SAVINGS BANK</p> <p>P.O. Box 10</p> <p>10 South Villa Avenue</p> <p>Villa Park, Illinois 60181</p> |
| <p>The installment note mentioned in the within Trust Deed has been identified herewith under Identification No. 4724</p> <p>VILLA PARK TRUST & SAVINGS BANK as Trustee</p> <p>By <i>[Signature]</i></p> <p>Authorized Officer</p> | <p>IMPORTANT</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.</p> |

I, Henry R. Ferris, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

and Kathleen Ferris, President and Secretary, respectively, of said corporation are personally known to me to be such respective officers of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument.

appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as such respective officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of April, 1989

Notary Public

STATE OF ILLINOIS }
COUNTY OF DU PAGE }

WITNESS our hands and seals this 5th day of April, 1989.

Henry R. Ferris Borrower
Kathleen Ferris Borrower

[Signatures]

IF all or any part of the property or any interest in it is sold or transferred or if a beneficial interest in borrower is sold or transferred and sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised is prohibited by Federal Law as of the date of this Security Instrument. The terms "sold or transferred" shall include the execution of an installment agreement for a security deed, installment sale contract, lease with purchase option, or any other promise or agreement to convey or sell or encumber the property, interest, or portion thereof, pledged by this Security Instrument. If Lender exercises this option, Lender shall give borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this Security Instrument. If borrower fails to pay these sums prior to the date the notice is delivered or mailed, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on borrower.

GIVEN under my hand and notarial seal this 5th day of April, A. D. 1989

Jo Anne Verona Notary Public

[Signature]

1-3-1993

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES JAN. 5, 1993

DO HEREBY CERTIFY that Henry R. Ferris, a/k/a Randy Ferris and Kathleen Ferris, a Notary Public in and for and residing in said County, in the said State aforesaid,

personally known to me to be the same person 5 whose name 5 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 purposes therein set forth, including the release and waiver of the right of homestead.

WITNESS the hand 5 and seal 5 of the grantor 5 this 5th day of April, A. D. 1989

(SEAL) Henry R. Ferris
Randy Ferris

(SEAL) Kathleen Ferris

IN THE EVENT, for any reason, of failure of the Villa Park Trust & Savings Bank or of its successor or assignee to act as Trustee or Successor Trustee hereunder, the person who shall then be the acting Recorder of Deeds of said Du Page County is hereby appointed to be successor in this trust. When all the aforesaid covenants and agreements are performed the grantee, or his successor, shall release said premises to the party entitled thereto on receiving his reasonable charges.