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TRUST DEED

UNOFFICIAL COPY

REC-93 111-0000140  
MAY 04 05/28/93 08:45:00  
3404 \* 93-407387  
COUNTY CLERK

\$23.50

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made MAY 21ST, 1993, between BRUCE R. CAMPBELL, AND SYLVIA G. CAMPBELL, HIS WIFE,

herein referred to as "Mortgagors," and DOWNERS GROVE NATIONAL BANK, A National Banking Association located in Downers Grove, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

TEN THOUSAND DOLLARS AND NO/100 \*\*\*\*\* Dollars (\$ 10,000.00 )

evidenced by one certain Installment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to Bearer and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of floating prime plus one % per annum in installments as follows:

\*\*\*\*\*  
on the \*\*\*\*\*  
\*\*\*\*\*

\*\*\*\*\* until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day of May 1998.

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of floating plus % per annum, and all of said principal and interest being made payable in lawful money of the United States of America at the office of the Downers Grove National Bank, Downers Grove, Illinois or to such place as the legal holder thereof may from time to time appoint in writing.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THAT PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF ARCHER AVENUE AS DEDICATED BY DOCUMENT #10298760 RECORDED 3/4/29 AND SOUTHWESTERLY OF ARCHER AVENUE AS WIDENED BY CASE #69 L 11193 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BELL ROAD WITH THE SOUTHERLY LINE OF A PUBLIC ROAD DEDICATED AS PER DOCUMENT #10298760 THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PUBLIC ROAD A DISTANCE OF 291.71 FT. TO THE PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE OF DISTANCE OF 300.05 FT. MORE OR LESS TO A POINT ON SAID EAST LINE OF BELL ROAD DISTANT 100 FEET SOUTH (MEASURED ALONG SAID EAST LINE) OF THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF BELL ROAD TO A POINT 30 FT. NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE EAST ALONG A LINE 30 FT. NORTH OF AND PARALLEL TO SAID SOUTH LINE OF SAID LOT 7, A DISTANCE OF 140 FEET; THENCE NE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. #22-13-303-009 PROPERTY ADDRESS: 11015 BELL ROAD/LEMONT, ILL. 60439

This instrument was Prepared by SUZANNE L. LOWEY Main & Curtiss, Downers Grove, IL 60515

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

It is Further Understood and Agreed That

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not lawfully extinguished as the law hereof requires when due and any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note, (c) comply with all ordinances with respect to any building or building use or at any time in respect of erection upon said premises, (d) comply with all requirements of law or municipal ordinance with respect to the premises, and the use thereof, (e) make no material alterations in said premises except as required by law or municipal ordinance as authorized by the Holders of the Note.
2. Mortgagors shall pay before any penalties attach all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. In the event default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which hereafter may become due to or on the premises.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Holders of the Note, unless insurance policies payable in case of loss or damage, to Trustee for the benefit of the Holders of the Note, such rights to be evidenced by the standard most favorable to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance claims to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.
4. Mortgagors shall keep all buildings or improvements and the "premises" insured against flood hazards under the National Flood Insurance Program as provided for in the Flood Disaster Protection Act of 1973.

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6. In case Mortgages shall fail to pay... 7. Trustee of the Holders of the Note hereby severally making any payment hereby authorized...

8. Mortgages shall pay each item of indebtedness herein mentioned... 9. When the indebtedness hereby secured shall increase...

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense...

12. Trustee of the Holders of the Note shall have the right to request the premises at all reasonable times and access thereto shall be permitted...

13. Trustee has no duty to examine the title, location, existence, or condition of the premises... 14. Trustee shall release this Trust Deed and the land thereon by proper instrument upon presentation of satisfactory evidence...

15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in case of the resignation, validity or refusal to act the then Recorder of Titles of the county in which the premises sit situated shall be necessary in Trust...

16. This Trust Deed and all provisions hereof shall extend to and binding upon Mortgages and all persons claiming under or through Mortgages and their heirs, assigns, executors, administrators, legal representatives, assigns, heirs, and assigns...

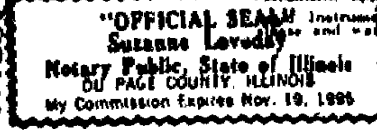
17. Without the prior written consent of the Holder, the Mortgages shall not convey or encumber title to the Premises... 18. To further secure the obligation, the Mortgages agree to deposit with a Trustee, or noteholder, on the day of each month...

19. If any Mortgage is a corporation it hereby agrees any and all rights of redemption from, or under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of such Mortgage, acquiring any interest in or title to the premises subsequent to the date of this trust deed...

Witness the hand and seal of Mortgages the day and year first above written. Bruce R. Campbell, Sylvia G. Campbell

STATE OF ILLINOIS, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid. County of Dupage, Bruce R. Campbell and Sylvia G. Campbell, his wife.

who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.



GIVEN under my hand and Notarial Seal this 21st day of May 1995. [Signature]

IMPORTANT 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.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. DOWNERS GROVE NATIONAL BANK, a Trustee by [Signature] DAVID M. SHEPHERD, VICE PRESIDENT

DELIVERY INSTRUCTIONS NAME: DOWNERS GROVE NATIONAL BANK STREET: Main at Curtiss Street CITY: Downers Grove, Illinois 60515 OR RECORDED'S OFFICE BOX NUMBER

FOR RECORDED'S OFFICE PURPOSES INSERT THE ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 11015 Bell Road Lemont, Illinois 60439