

## TRUST DEED UNOFFICIAL COPY

THESE DOCUMENTS RELATE TO THE MORTGAGE 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 Instalment 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 Instalment 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 110% prime-plus-one .6% per annum in installments as follows:

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on the 1st day of May each year 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.

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 instalment unless paid when due shall bear interest at the rate of 110% prime .6% per annum, and all of said principal and interest being 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, situated, 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 13193 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 LOT 7, A DISTANCE OF 160 FEET; THENCE NE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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

This instrument was Prepared by

SUZANNE L. LOVEDAY

Main & Curtis, Downers Grove, IL 60515

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

TO HOLD THE PREMISES 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 PRIMARY 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, SWINGING, 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 fees not otherwise authorized in the law hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hereinbefore and above-quoted indebtedness, satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note, (d) complete within a reasonable time any building or building, new or of old, in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) make no material alterations in said premises except as required by law or municipal ordinances or as authorized by the Holders of the Note.

2. Mortgagors shall pay before any penalty attaches 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 request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. In event of default hereunder, Mortgagor shall pay in full under protest in the manner provided by statute any tax or assessment which may become due and owing.

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 or agencies 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, under insurance policies available in case of loss or damage to Trustee for the benefit of the Holders of the Note, such rights to be exercised by the standard mortgage clause 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 which fails 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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**8. Trustee or the Holders of the Note hereby waive making any payment hereof authorized relating to taxes or assessments now due or hereafter to any local, state or federal government from the appropriate public office without supply unto the payee of such full statement or estimate of unto the validity of any tax, assessment, note, judgment, tax, fine or claim thereof.**

8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest when due, according to the terms hereof. At the option of the Holders of the Note, and without notice to Mortgagor, all unpaid indebtedness secured by this First Deed shall notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (at immediately) in the case of default in making payment of any amount of principal or interest on the Note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

B. The proceeds of any successive sale of the premises shall be distributed and apportioned as follows:  
First, to the amount of all costs and expenses incident to the transaction preceding, including all such items as are mentioned in the preceding paragraph, based upon the original value of the property which under the terms hereinbefore contained, accrued indebtedness additional to that indicated by the first and subsequent transfers before November, 1910, and all principal and interest remaining unpaid on the first fourth and one-half percent to the original owner there being eight representatives of persons holding rights in equal shares.

10. No action for the enforcement of the terms of any provision hereto shall be subject to any defense which would not be good and available to the party interpreting same in an action at law upon the note hereby secured.

19 Trustee has no duty to examine the title, location, existence, or condition of the property, nor shall Trustee be obligated to record the Trust Deed

any trustee may cause herein given unless expressly obligated by the terms hereof, and no trustee hereunder except in case of his own gross negligence or misconduct shall be liable to the agent or recipient of Trustee, and it may require indemnities satisfactory to it before accepting any trustee herein given.

13. Trustee shall release this Trust Deed and D. L. from thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured after maturity thereof, produced and exhibited to Trustee, the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where such release is represented of a successive trustee such successive trustee may accept the genuine Note hereto described any note which bears a notation of memorandum supporting the acceptance of a prior trustee hereunder, and the instrument of acceptance of the same by the prior trustee designated as the maker, the date and where it may appear on the genuine Note hereunder described any note which may be presented and which contains an indorsement in substance with the description hereinabove.

16. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which the instrument shall have been recorded or filed in case of the resignation, validity or invalidity of instrument of resignation, or if refused to act the then Recorder of Deeds of the county in which the premises are situated shall be Recorder in Trust. Any instrument in Trust for so long shall have the identical title, power and authority as are herein given. Trustee

and any Trustees or successors shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all such persons, and all future holder for the payment of the indebtedness or the part thereof.

whether or not such persons shall have executed the Note or this Trust Deed.

18. Without the prior written consent of the Holder, the Mortgagor shall not convey or encumber title to the Premises. The Holder may elect to accelerate as provided in the Note for breach of this covenant, and no default in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

19. As further security the Mortgagor shall deposit with the Trustee, or noteholder, on the \_\_\_\_\_ day of each month,

17. To further secure the obligation, the Mortgagor agrees to deposit with the Trustee or Noteholder, on the day in each month, monthly deposits, special assessment levies and property insurance premiums. Said funds will be held by the Trustee or Noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee or Noteholder, shall be under no obligation to ascertain the correctness of or to obtain tax, special assessment levies or insurance bills, or to extend to the payment thereof, except upon presentation of such bills. The Mortgagor further agrees to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and special assessments (general and special) in any year, the excess shall be applied on a subsequent deposit or deposits. In the event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may, at his option, without being required to do so, apply any money at the time on deposit on one or more obligations herein or in the note contained in such order and manner as the holder of the note may direct. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be

~~and to Mortgagee or to the then owner or owners of the mortgaged premises.~~  
~~14. If any Mortgagor is a corporation it hereby waives any and all rights of redemption from the date of 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 credit, of such Mortgagor, in acquiring any interest or title to the premises subsequent to the date of this trust deed.~~

Witnessed the hand and seal of Mortgagor the day and year first above written  
 [Date] x Sylvia Karpinski [Date]

*(Signature)* *(Signature)*

STATE OF ILLINOIS:  
County of **Dupage**      I, the undersigned,  
a Notary Public in and for and residing in said County in the State aforesaid, do solemnly certify, that  
**Bruce R. Campbell and Sylvia G. Campbell, his wife,**  
who are personally known to me to be the same person B whose name is \_\_\_\_\_, subscribed to the foregoing instrument before me this day in person and acknowledged that they signed, sealed and delivered the same as their true, free and voluntary act, for the uses and purposes therein set forth, including the re-

Notary Public, State of Illinois  
DU PAGE COUNTY, ILLINOIS

My Commission Expires Nov. 19, 1986

**I M P O R T A N T**  
DETERMINATION OF BOTH THE BORROWER AND LENDER  
THAT NOTE SECURED BY THIS TRUST DEED SHOULD BE FORWARDED  
TO THE THURSTON NATIONAL BANK BEFORE THE EXPIRY

**DAVID M. SHEPHERD, VICE PRESIDENT**

<b>D</b>	<b>NAME</b>	<b>DOWNERS GROVE NATIONAL BANK</b>	<b>FOR RECORDED USE ONLY ENTER STREET ADDRESS OR AWD DESCRIPTIVE PROPERTY ID#</b>
<b>E</b>		Main at Curtis Street	
<b>L</b>	<b>STREET</b>	Downers Grove, Illinois 60515	
<b>S</b>			

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Y** CITY **E**XCHANGER GROVE, ILLINOIS 60313 **R** 11015 Bell Road  
**INSTRUCTIONS** OR Lemont, Illinois 60439