

This Indenture, Made this 4th day of March A. D. 1994

between JAMES R. LAUSTED AND SHIRLEY A. LAUSTED, AS CO-TRUSTEES UNDER LAUSTED DECLARATION OF TRUST DATED THE 6TH DAY OF SEPTEMBER, 1990

of the Township of Rich in the County of Cook in the State of Illinois

party of the first part, and Peotone Bank and Trust Company of the Village of Peotone County of Will and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, The said JAMES R. LAUSTED AND SHIRLEY A. LAUSTED, AS CO-TRUSTEES UNDER LAUSTED DECLARATION OF TRUST DATED THE 6TH DAY OF SEPTEMBER, 1990

herein being justly indebted upon their principal promissory note bearing even date herewith, payable to the order of BEARER the principal sum of One Hundred Eighty Thousand and 00/100 (\$180,000.00) Dollars at the Peotone Bank and Trust Company, Peotone, Illinois, with interest thereon at the rate of Nine per centum (9%) per annum, payable monthly on the 4th day of April, 1994, and on the 4th day of each and every month thereafter, on the whole amount of said principal sum remaining from time to time unpaid. Said note is due and payable one year after date, which is the 4th day of March, 1995.

Interest after maturity as provided in said principal note herein described. Prepayment privilege as provided in said principal note herein described.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do hereby presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and all lighting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Will, in the State of Illinois, to-wit:

A tract of land located in the West Half (1) of the Southeast Quarter (1) of Section Thirty Two (32), Township Thirty Five (35) North, Range Thirteen (13), East of the Third Principal Meridian in Rich Township, described as follows:

Beginning at the Southeast corner of said West Half (1); thence Westerly along the South line of said Section Thirty Two (32), a distance of Two Hundred Ninety Eight and thirty-five one-hundredths (298.35) feet; thence Northerly Fourteen Hundred Sixty (1460.0) feet on a line parallel to the East line of said West Half (1) thence East on a line parallel to the South line of said West Half (1) a distance of Two Hundred Ninety Eight and thirty-five one-hundredths (298.35) feet to the East line of said West Half (1); thence Southerly Fourteen Hundred Sixty (1460.0) feet along said East line to the point of beginning, all in Cook County, Illinois.

11-32-400-007-0000 5820' Steven Road JL 60449

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of

the second part, its successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, and interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantors to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys so paid, and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note, or of any part thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including a collector's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

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Handwritten initials/signature

Vertical stamp or text on the right margin

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TRUST DEED

James R. & Shirley A. Lausted
5820 Steger Road
Monee, Illinois 60449

TO

Peotone Bank and Trust Company

Peotone, Illinois, 60468 Trustee

Trust No. 3932

Loan No. 3932

\$ 180,000 1 year at 9 %

Date March 4 19 94

Sent to:

Peotone Bank and Trust Company
200 West Corning Avenue
Post Office Box 459
Peotone, Illinois 60468

(Not to be recorded)

IMPORTANT For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by _____

Peotone Bank and Trust Company Trustee

The principal note mentioned in the within Trust Deed has been identified herewith.

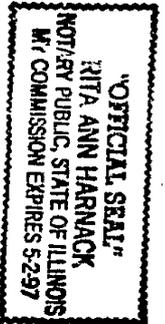
Register No. 3932

Peotone Bank and Trust Company

By _____ Trustee
President

Property of Cook County

This instrument was prepared by Peotone Bank and Trust Company, Peotone, Illinois



I, Rita Ann Harnack
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that
James R. Lausted and Shirley A. Lausted
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 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.
GIVEN under my hand and Notarial Seal, this 4th
day of March A. D. 19 94
Rita Ann Harnack
(Rita Ann Harnack)
Notary Public

abstract of title showing the whole title to said premises embracing foreclosure decrees shall be paid by the grantors;
that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part
of said indebtedness, as such, may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements
shall be an additional lien and charge upon said premises secured by this deed, and that such proceedings shall not be dismissed, nor a release
hereof given, until all such fees, expenses and disbursements, and the costs of suit have been paid.
The grantor's 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 agree that upon the filing of any bill to
foreclose this trust deed, the court in which such bill is filed, may at once and without notice to the said grantors or any
party claiming under said grantor's appoint a receiver to take possession or charge of said premises with power to collect
the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem
the same from any sale thereunder shall expire.
IN THE EVENT of the refusal, resignation or inability of the grantee to act as trustee then Acting Recorder
of Deeds of said County, is hereby appointed to be successor in this trust;
When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises
to the party entitled to receive the same, on receiving a reasonable charges therefor.
WITNESS the hands and seals of the grantors this 4th day of March A. D. 19 94
JAMES R. LAUSTED AND SHIRLEY A. LAUSTED,
AS CO-TRUSTEES UNDER LAUSTED
DECLARATION OF TRUST DATED THE
6TH DAY OF SEPTEMBER, 1990
(SEAL.)
James R. Lausted
(SEAL.)
(James R. Lausted)
Shirley A. Lausted
(SEAL.)
(Shirley A. Lausted, Trustee)
Shirley A. Lausted
(SEAL.)
(Shirley A. Lausted, Trustee)
COUNTY OF WILL
STATE OF Illinois
(Shirley A. Lausted)
Personally
Shirley A. Lausted
(James R. Lausted)
Personally
James R. Lausted
ss.

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