

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

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) a distance of Two Hundred Ninety Eight and thirty-five one-hundredths (298.35) feet

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 along said East line to the point of beginning, all in Cook County, Illinois.

5820' Steven Road

31-32-400-007-0000

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, as 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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