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TRUSTEE'S DEED

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The above space for recorders use only

THIS INDENTURE, made this 23rd day of December, 1976, between River Oaks Bank and Trust Company, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded or registered and delivered to said Bank in pursuance of a trust agreement dated the 26th day of March, 1976, and known as Trust No. 1081, Grantor, and

STANTON I. SUBECK AND SUSAN R. SUBECK, HIS WIFE, AS JOINT TENANTS, AND NOT AS TENANTS IN COMMON Grantees.

WITNESSETH, that said Grantor, in consideration of the sum of \$100,000.00 and NO/100ths dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said Grantees whose address is 907 Ash Flossmoor, Illinois

the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 14 in Block 6 in Athenia Park, being a Subdivision of the North East quarter of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with the tenements and appurtenances thereto belonging TO HAVE AND TO HOLD the same unto said Grantees, Stanton I. and Susan R. Subeck, his wife, as Joint Tenants, and to the proper use, benefit and behoof forever of said Grantees.

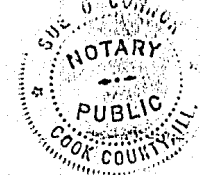
This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to an in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto enabling, SUBJECT, HOWEVER, to the liens of all taxes, deeds and/or mortgages upon said real estate, if any, of record in said county; all unpaid general taxes and special assessments and other liens and claims of any kind, pending or to be levied, affecting the said real estate; building lines, building, liquor and other restrictions of record, if any; party walls, party walls and party wall agreements, if any; Zoning and Building Laws and Ordinances; mechanic's lien claims, if any; easements of record, if any; and other liens and claims of parties in possession.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be subscribed to this instrument by its Exec. Vice-President and attested by its Assistant Trust Officer; the day and year first above written.

River Oaks Bank and Trust Company, as Trustee as aforesaid

By [Signature] Exec. Vice-President, TRUST OFFICER
Attest [Signature] ASST. TRUST OFFICER, ASST. CASHIER

STATE OF ILLINOIS COUNTY OF COOK



I, N. J. Divine, Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT E. W. Hemmon, Exec. Vice-President of River Oaks Bank and Trust Company; and N. J. Divine, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Exec. Vice-President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Assistant Trust Officer did also then and there acknowledge that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Bank, for the uses and purposes therein set forth.

This instrument was prepared by N. J. Divine, Asst. Trust Officer

Given under my hand and Notarial Seal this 23rd day of December 1976

Notary Commission Expires 2879

INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHICAGO HEIGHTS FEDERAL SAVINGS AND LOAN ASSN. 1630 CHICAGO ROAD CHICAGO HEIGHTS, ILL. 60411

2625 South Olympia Fields, Sec 60/61

RECORDER'S OFFICE BOX NUMBER 716

END OF RECORDED DOCUMENT

UNOFFICIAL COPY

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

(3) That if the Mortgagee so requires, the Mortgagor will carry a policy or policies of insurance upon his life in an amount equal from time to time to the amount of indebtedness hereby secured, making said Mortgagee beneficiary thereunder, and that the said Mortgagee may pay the premiums for such insurance (in the event the Mortgagor does not), and add each such payment to the unpaid balance of the loan, as of the first day of the then current month, and it shall become additional indebtedness secured by this mortgage;

(4) That in the event of the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(5) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage;

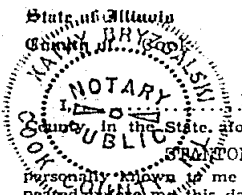
(6) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or when the premises shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale a reasonable sum for attorneys' or solicitors' fees, and also all expenses of advertising, selling and conveying said premises, and all moneys advanced for insurance, taxes or other liens or assessments, outlays for documentary evidence, stenographers' charges, all court costs, master's fees, and cost of procuring or completing an abstract of title or guarantee policy or Torrens Certificate showing the whole title to said premises, including the foreclosure decree and the Master's Certificate of Sale; then to pay the principal indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, rendering the overplus, if any, unto the Mortgagor, and it shall not be the duty of the purchaser to see to the application of the purchase money; and in case of payment of said indebtedness after the filing of any bill to foreclose this mortgage, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as collectors' fees, which, together with any sum paid for continuation of abstract, court costs, and stenographers' charges and expenses of such proceeding, shall be additional indebtedness hereby secured;

(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; That wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

WITNESS WHEREOF, we have hereunto set our hands and seals, this 28th day

of December, A. D. 1976.

[Signatures] (SEAL) (SEAL)
[Signatures] (SEAL) (SEAL)



I, *[Name]*, a Notary Public in and for said State of Illinois, do hereby certify that *[Name]* 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 28th day of December, A. D. 1976.

[Signature]
Notary Public

Box No. 716
Mortgage
SEARCHED _____ INDEXED _____
SUSAN R. STRECKER
To _____
Chicago Heights Federal Savings
Loan No. 9487-1
Upon Property Located at:
2625 Cornith
Olympia Fields, Illinois
CHICAGO HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
1899 Chicago Road
Chicago Heights, Illinois

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