

TRUST DEED

NO. 101NW

23 991 516

This Indenture, WITNESSETH, That the Grantor Charles A. Hoerner and wife Margaret Louise (J)

of the Town of Hazel Crest County of Cook and State of Illinois and in consideration of the sum of Ten thousand Seven hundred Eightytwo & 60/100 Dollars in hand paid, CONVEY AND WARRANT to Madison Bank & Trust Company of the City of Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Town of Hazel Crest County of Cook and State of Illinois, to-wit:

The North 20 feet of Lot 32 and all of Lot 33 in Block 9 in Hazelcrest Park, a Subdivision of the North 1/2 of the North West 1/4 of Section 30 Township 36 North, Range 14 East of The Third Principal Meridian

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Charles A. Hoerner and wife Margaret Louise (J) justly indebted upon their principal promissory note bearing even date herewith, payable 6 60 Monthly installments of \$179.71 beginning on August 20, 1977 and continuing in equal monthly installments until paid in full.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with policies attached payable first, to the first Trustee or Mortgagee, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agree... to repay immediately on demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereunder. IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms.

IT IS ACKNOWLEDGED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, and the whole title of said premises embracing foreclosure decree shall be paid by the grantor... and 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 grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, 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 grantor... or to any party claiming under said grantor... appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said... County of the grantee, or of his refusal or failure to act, then... of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds, of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand, seal and seal... of the grantor... this 8th day of April A. D. 19 77

THIS INSTRUMENT WAS PREPARED BY

Name Mary Kay Sullivan

Address 1111 North 30th Street

Charles A. Hoerner (SEAL) Margaret Louise (J) (SEAL) Mary Kay Sullivan (SEAL) 1111 North 30th Street (SEAL)

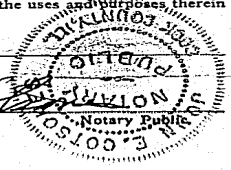
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State of Ill } ss. JUN-29-77 109571 • 23991516 • A --- Rec 10.00
County of Cook

I, John E. Colborn
a Notary Public and for said County, do hereby certify that
Charles & Margaret Hoerner

personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

When under my hand and Notarial Seal, this 8th
day of April A. D. 1977



Property of Cook County Clerk's Office

Box No. 131

Trust Deed

Charles & Margaret Hoerner
16826 Orchard Ridge Road
Hazelcrest, Illinois

TO

Madison Bank & Trust Company
400 West Madison
Chicago, Illinois 60606



23991516

END OF RECORDED DOCUMENT