

# UNOFFICIAL COPY

## THIS IS A SECOND MORTGAGE

24 667 165

Date Sept 29 1978

TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the City of Chicago Heights  
 County of Cook, Illinois, and State of Illinois, and in consideration of a loan of \$13,314.60  
 including interest, evidenced by a promissory note of even date herewith, convey and warrant to First National Bank in Chicago  
 Heights, 100 First National Plaza, Chicago Heights, Illinois 60411, as trustee, the following described Real Estate, with all  
 improvements thereon, situated in the County of Cook, Illinois, to wit: Lot 136 in Olympia Terrace Unit #4, a part of part of the State of Illinois  
 to wit: Lot 136 in Olympia Terrace Unit #4, a part of part of the State of Illinois, and  
 part of the 1/4 of the NW 1/4 of section 17, Township 35 North, Range 14 East  
 of the third principal Meridian

commonly known as 318 Avonelle Dr., Chicago Hts., IL 60411

Address City State Illinois  
 hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois  
 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents,  
 issues and profits hereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged pri-  
 marily 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 cen-  
 trally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and  
 windows, floor coverings, inador beds, awnings, 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.

GRANTORS AGREE to pay all taxes and assessments upon said property when due to keep the buildings thereon  
 insured to their full insurable value, to pay all prior encumbrances and the interest thereon, and to keep the property ten-  
 antable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants,  
 then grantee is authorized to attend to the same and pay the bills therefor, which shall with 8% interest thereon, become  
 due immediately, without demand. On default in any payments due in accordance with the note secured hereby, or in the  
 event of a breach of any covenant herein contained, grantee may declare the whole indebtedness due together with interest  
 thereon from the time of such default or breach, and may proceed to recover such indebtedness by foreclosure thereof, or by  
 suit at law, or both, as if all of said indebtedness had then matured by express terms.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits  
 of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to give all neces-  
 sary notices and demands, to bring forcible proceedings to recover possession thereof, to re-rent the said premises as he  
 may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advances made as  
 aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encum-  
 brances, interest or advancements.

Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may  
 appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or with-  
 out regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the  
 then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder  
 may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises  
 during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of  
 redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the  
 intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may  
 be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises  
 during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his  
 hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed,  
 or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided  
 such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

Witness our hands and seals this 29th day of Sept, 1978

Signed and Sealed in the Presence of

*Larry Ainscough* (Seal)  
*Nancy Ainscough* (Seal)

STATE OF Illinois Cook County



I, \_\_\_\_\_, a Notary Public, in and for, and residing in said County, in the State aforesaid,  
 do hereby certify that Larry & Nancy Ainscough  
 are 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 29th day of 19 78

*W.D. Griffin*  
 Notary Public.  
 Commission Expires October 13, 1981

24 667 165

This Document prepared by Phyllis J. Klaw, First National Bank in Chicago Heights, 100 First National Plaza, Chicago Hts., IL 60411

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Property of Cook County Clerk's Office

NOV 12 9 24 AM '78

*At the Office of the Clerk*

12-78 149587 24667165 A - REC 10.00

10.00

24667165

Trust Deed

Larry & Nancy Minscough

TO  
FIRST NATIONAL BANK  
IN CHICAGO HEIGHTS, as Trustees



OF RECORDED DOCUMENT