

UNOFFICIAL COPY

24720090

Date November 6, 1978

TRUST DEED

THIS INDENTURE WITNESSETH That Memiah Rogers and Ruby Rogers undersigned as grantors, of the City of Chicago Heights County of Cook and State of Illinois, for and in consideration of a certain sum of money loaned to them by 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 in the State of Illinois to wit: Lot 40 in Block 92 in Chicago Heights; a Subdivision of parts of 10' & 21' township 35 North, Range 14 east of the third principal meridian commonly known as 1616 5th Ave, Chicago Heights, IL 60411

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 Mortgagees may be entitled thereto (which are pledged primarily 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 centrally 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 tenantable 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 serve all necessary notices and demands, to bring forcible proceedings to recover possession thereof, to 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 advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, 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, without 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 of the premises 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 6th day of November, 1978
Signed and Sealed in the Presence of
Memiah Rogers (Seal)
Ruby Rogers (Seal)

STATE OF Illinois ss. I, William D. Griffith
Cook County, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Memiah Rogers & Ruby Rogers 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 6th day of NOVEMBER, 1978.
William D. Griffith Notary Public.



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

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1978 NOV 15 PM 2 09

RECORDED
COOK COUNTY

REGISTERED

NOV-15-78 1 7 2 6 2 5

24720090 A - REC

10.00

10.00

Trust Deed

Nemlah & Ruby Lee Rogers

TO

FIRST NATIONAL BANK
IN CHICAGO HEIGHTS, as trustees

END OF RECORDED DOCUMENT

Property of Cook County Clerk's Office

24720090