

UNOFFICIAL COPY

24921382

TRUST DEED

"THIS INSTRUMENT WAS PREPARED BY"
PATRICIA UMLAND
100 FIRST NATIONAL PLAZA
CHICAGO HEIGHTS, ILLINOIS 60417

Date April 14, 1979

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the City of ... Mateson
County of ... Cook ... and State of ... ILLINOIS ... for and in consideration of a loan of \$ 25,000.00
plus ~~existing~~ 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 ... in the State of ... ILLINOIS
to wit: Lot 21 in Subdivision of Land Part of Lot 3 lying North of the North right
of way line of Elgin, Joliet and Eastern Railroad Company, as located through said
Lot 3 of Miller, Lewis and Miller's Subdivision of the West half of the West half
of Section 26, Township 35 North, Range 13, East of the Third Principal Meridian,
in Cook County, Illinois
commonly known as ... 21640. Richton Road ... Mateson ... Illinois

Address City State
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of ...
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents,
issues and profits thereof 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 whereon, 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 11% 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.

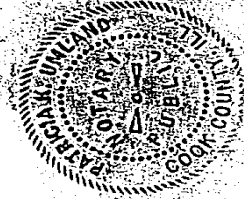
AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits
of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all neces-
sary notices and demands, to bring forcible proceedings to recover 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 advancements 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, 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 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 14th day of April, 1979.
Signed and Sealed in the Presence of

X Joseph S. Gavenda (Seal)
X Julia Gavenda (Seal)

STATE OF Illinois)
Cook County,) ss.



I, Patricia K. Umland
a Notary Public, in and for, and residing in said County, in the State aforesaid,
do hereby certify that Joseph S. Gavenda and Julia Gavenda,
his wife personally known to me to be the same persons whose name S
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 14th
day of April, 1979.

Patricia K. Umland
Notary Public.
MY COMMISSION EXPIRES JUNE 8, 1980.

24921382

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOTARY COMMISSION EXPIRES JUNE 8 1980

Elmer K. Colton

NOTARY PUBLIC
COOK COUNTY ILLINOIS

1979 APR 17 AM 9 29

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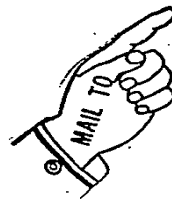
10.00 E

24921389

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Trust Deed

TO
FIRST NATIONAL BANK
IN CHICAGO HEIGHTS, as trustees



CHICAGO HEIGHTS
SUNNYSIDE
FIRST NATIONAL BANK
VZTAJ TARDONIA TSDA 001
FIRST NATIONAL BANK IN CHICAGO HEIGHTS

END OF RECORDED DOCUMENT