

# UNOFFICIAL COPY

Property of

25530586

\* or any renewals thereof

Date July 25, 1980

### TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the City of Steger  
County of Cook and State of Illinois for and in consideration of a loan of \$ 35,000.00  
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 in the State of Illinois  
to wit: Lot 28 in Block 20 in Keeney's Second addition to Columbia Heights, being  
a subdivision of the North half of the South East quarter of Section 32, and the  
North West Quarter of the South West Quarter of Section 33, Township 35 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as 44 West 31 Place Steger 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 hereof for so long and during all such times as Mortgages 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 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 serve all neces-  
sary 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, interest, 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 re-  
gard 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  
Signed and Sealed in the Presence of

25th day of July 1980

*Lucy Ann Yacono*  
Lucy Ann Yacono (Seal)  
(Seal)

STATE OF

I, Patricia K. Mantel,  
County, as a Notary Public, in and for, and residing in said County, in the State of Illinois,  
do hereby certify that  
Lucy Ann Yacono

This instrument is given to  
secure the payment of a  
promissory note dated July 25,  
1980 in the principal sum  
of \$35,000.00, signed by  
Catherine L. Yacono, President  
in behalf of Nicky Industries, Inc.

personally known to me to be the same person whose name  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that she signed, sealed and delivered the said  
instrument as her 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 25th  
day of July 1980.

*Patricia K. Mantel*  
Notary Public.  
My Commission Expires June 4, 1984

"THIS INSTRUMENT WAS PREPARED BY"  
PATRICIA MANTEL  
100 FIRST NATIONAL PLAZA  
CHICAGO HEIGHTS, ILLINOIS 60411

25530586

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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REC

10.00



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Trust Deed

TO  
FIRST NATIONAL BANK  
IN CHICAGO HEIGHTS, as trustees

MAIL TO:

FIRST NATIONAL BANK IN CHICAGO HEIGHTS  
103 FIRST NATIONAL PLAZA  
CHICAGO HEIGHTS, ILLINOIS 60611



END OF RECORDED DOCUMENT