

UNOFFICIAL COPY

Date December 5, 1980

TRUST DEED

25701461

THIS INDENTURE WITNESSETH, That the undersigned as Grantor(s) of the City of Chicago Heights County of Cook and State of Illinois for and in consideration of a loan in the sum of \$ 16,011.36 evidenced by a promissory note of even date herewith or any renewals or extensions thereof, 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: The South Five (5) Feet of Lot Ten (10) and all of Lot Eleven (11) in Block Four (4) in Subdivision of Block 3 & 4 of Mackler Highlands 6th Addition, a Subdivision of part of the Southwest Quarter (¼) of Section 18, Township 35 North, Range 14 East of the Third Principal Meridian, According to the Plat of said Subdivision Registered in the Office of the Registrar of Titles of Cook County, Illinois on Aug. 14, 1962 as document Number 199266.

commonly known as 935 Thomas St., Chicago Heights IL 60411-

free from all rights and benefits under and by virtue of the homestead exemption laws. Grantor(s) hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State.

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 Grantor(s) 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, awnings, stoves and water heaters. All of the foregoing are declared to be 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 Grantor(s) or their successors or assigns shall be considered as constituting part of the real estate.

GRANTOR(S) 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 Grantor(s) to comply with any of the above covenants, then Trustee authorized at its option to attend to the same and pay the bills therefor, which shall with 9% interest thereon, become due immediately, without demand. On default in any payments due in accordance with the note secured hereby or any renewals or extensions thereof, or in the event of a breach of any covenant herein contained, Trustee 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 Grantor(s) hereby assign, transfer and set over to Trustee 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 relet the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness or any renewals or extensions thereof, or to any advancements made as aforesaid, and it shall not be the duty of Trustee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

This instrument is given to secure the payment of a promissory note dated 12/5/80

in the principal sum of \$ 16,011.36

signed by William & Patricia McGee in behalf of Themselves

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 Grantor(s) 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 Grantor(s), 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 any renewals or extensions thereof, 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.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument and the Trustee has acknowledged the validity of this instrument this 5th day of Dec, 1980 personally but as Trustee of First National Bank in Chicago Heights, Illinois.

Executed and Delivered in the Presence of the following witnesses:

R. Baum

Edward J. McGee
Assistant Trust Officer
Patricia McGee
Assistant Trust Officer

State of Illinois
County of Cook

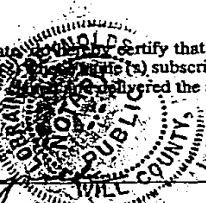
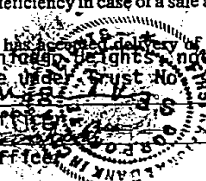
I Lorraine Reynolds, a Notary Public in and for said county and state, do hereby certify that William & Patricia McGee, personally known to me to be the same persons who have subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they have executed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of Dec, 1980

My Commission expires: *See Chicago Heights, Illinois 60411*
This instrument was prepared by: Phyllis Klaw

Lorraine Reynolds
Notary Public

25701461



HERE TO AND MADE A PART HEREOF.

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

25701461

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 4765

By *Edward J. Mc...*
Assistant Trust Officer

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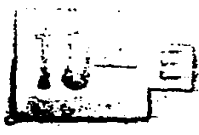
Property of Cook County Clerk's Office

FIRST NATIONAL BANK
IN CHICAGO HEIGHTS, AS TRUSTEE

Trust Deed

1980 DEC 11 AM 9 10

DEC-11-80 3 75 733 25701461 A -- REC 10.00



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END OF RECORDED DOCUMENT