

Property of Cook County

25840110

Date April 9, 1981

TRUST DEED

Village

THIS INDENTURE WITNESSETH, That the undersigned as Grantor(s) of the ~~XXX~~ of Flossmoor
County of Cook and State of Illinois, for and in consideration of a loan in the sum of \$ 95,000.00
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:

A tract of land in the South 1/2 of Northeast 1/4 of Section 7, Township
35 North, Range 14 East of the Third Principal Meridian, Cook County,
Illinois, described as follows: Beginning at a point 1285.36 feet
West of the East line of Section 7 and 340 feet South of the South
line of Sylvan Court Subdivision as recorded. Thence North on a line
1285.36 feet West of and parallel to the East line of Section 7, a
distance of 127.50 feet to a point; Thence West on a line 212.50 feet
South of and parallel to the South line of Sylvan Court Subdivision to
the point of intersection with the center line of Dixie Highway; Thence
Northwesterly along the center line of Dixie Highway to the point of
intersection with a line 85 feet South of and parallel to the South line
of Sylvan Court Subdivision; Thence East along the last described line
to the point of intersection with a line 946.44 feet West of and parallel
to the East line of Section 7; Thence South along the last described line
to the point of intersection with a line 340 feet South of and parallel
to the South line of Sylvan Court Subdivision; Thence West along the last
described line to the point of beginning, (excepting therefrom, that part
lying Westerly of a line 1318.94 feet West of and parallel to the East
line of said Section 7) all in Cook County, Illinois.

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SEE ATTACHED:

commonly known as 19411 Dixie Highway, Flossmoor, Illinois 60422

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 tenable 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 is 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 April 9, 1981 in the principal sum of \$ 95,000.00

signed by James G. Nelson, President and Norma E. Meyer, Secretary in behalf of Nelson's Greenery, Inc.

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 accepted delivery of this instrument this 9th day of April, 1981 First National Bank in Chicago-Heights as Trustee under Trust No. 8751

Executed and Delivered in the Presence of the following witnesses:

Hary Kramak AWP.
Patricia A. Mestel

BY: *Edmund J. Blazyns*
Assistant Trust Officer
BY: *Donna Wilversche*
Assistant Trust Officer

State of
County of

I RONDA STRASSER a Notary Public in and for said county and State do hereby certify that Edward L. Morrison, Donna Wilversche personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

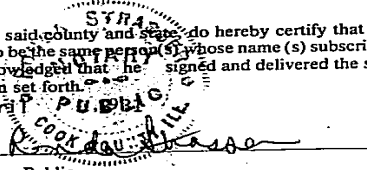
Given under my hand and official seal, this 9th day of April, 1981
My Commission expires: My Commission Expires June 7, 1982
This instrument was prepared by:

Notary Public

EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.

258,0110

THIS INSTRUMENT WAS PREPARED BY
P. J. ...



UNOFFICIAL COPY

EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

25840110

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 4750

By Samuel Weissbrod
VXXXXXXXXXXXXXXXXX Trust Officer
Assistant

1981 APR 16 AM 9 27

APR-16-81 4 39 28

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11:00



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END OF RECORDED DOCUMENT