

25017295

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

Date June 12, 1979 JUN 22 AM 11 06

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the City of Chicago, Illinois, County of Cook, and State of Illinois, for and in consideration of a loan of \$ 30,046.00 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 59 and 60 in Block 17, Addition to Chicago Heights, being a Subdivision of Lot 11 of County Clerk's Division of the Northwest Quarter of Section 28 and the North East Quarter and the East half of the Northwest Quarter of Section 29, and the East half of the Southwest Quarter South of RR and the Southeast Quarter South of RR of Section 20 (ex. John Wallace's Addition also Out Lots C & D and Street between them of commonly known as 51 W. 19th Street, Chicago Heights, Illinois

by releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and 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 the mortgagors 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 (whether physically attached thereto or not, and it is hereby declared to be a part of the real estate) 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 tenable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, the trustee is authorized to attend to the same and pay the bills therefor, which shall be with 8% interest thereon, become due immediately, without demand. On default in any payment due in accordance with the note secured hereby, 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 any other means, 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 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 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 received to the payment of this indebtedness, or to any other purposes made as directed, interest or assessments.

Then, 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 ordinary or insolvency of the mortgagors at the time of application for such receiver and without regard to the 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 or from any tax, special assessments, or other moneys which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

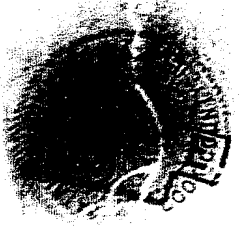
Witness our hands and seals this 18 day of June, 1979.

X Eugene F. Cook (Seal)  
X Anna M. Cook (Seal)

STATE OF Illinois, County of Cook, ss. Patricia K. Umland, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Eugene F. Cook and Anna M. Cook, his wife, personally known to me to be the same persons whose names 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 18th day of June, 1979.  
Patricia K. Umland  
Notary Public.

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UNOFFICIAL COPY

Chicago Heights as recorded on Page 9 in Book 57 of Maps being in said Section 29,  
all in Township 35 North, Range 14, East of the Third Principal Meridian, in Cook  
County, Illinois .

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RECEIVED IN BUREAU

END OF RECORDED DOCUMENT