

# UNOFFICIAL COPY

Property of

25349908

Date February 1, 1980 TRUST DEED

THIS INSTRUMENT WITNESSETH, That I, undersigned as grantors, of the City of Tinley Park, Cook County, Illinois, for and in consideration of a loan of \$25913.40 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, Illinois, to-wit: Lots 11 and 12 (except the west 282.00 feet of said Lots 11 and 12) in Block 7 in Elmore's Harlem Avenue Estates being a Subdivision in the West Half of Section 31, Township 36 North, Range 13 East of The Third Principal Meridian, in Cook County, Illinois.

commonly known as 7151 West 180th Street Tinley Park Illinois

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois 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 Mortgagees 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 mortgagees 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, 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 necessary 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, liens, encumbrances, 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 Mortgageors 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 Mortgageors, 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 day of February, 1980. Signed and Sealed in the Presence of FIRST NATIONAL BANK IN CHICAGO HEIGHTS not individually but as trustee of the note secured hereby. Charles H. McCutchen, Asst. Trust Officer, Donna Willwerscheid, Asst. Trust Officer, John L. ... (Seal)

STATE OF Illinois, I, Lorraine Reynolds, a Notary Public, in and for, and residing in said County of Cook, Illinois, do hereby certify that Donna Willwerscheid, Assistant Trust Officer of First National Bank In Chicago Heights is personally known to me to be the person who subscribed to the foregoing instrument, appeared before me this day, and acknowledged that she signed, sealed, delivered, and executed the foregoing instrument as her free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

THIS INSTRUMENT WAS PREPARED BY Mary Flavell 100 FIRST NATIONAL PLAZA CHICAGO HEIGHTS, ILLINOIS 60411

Given under my hand and Notarial Seal this day of February 1980. Lorraine Reynolds Notary Public

25349908

Property of Cook County Clerk's Office

1980 FEB 5 AM 9 13

FEB-5 80 2 44 10 3

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10.00

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Trust Deed

TO  
FIRST NATIONAL BANK  
IN CHICAGO HEIGHTS, as trustees

END OF RECORDED DOCUMENT