

UNOFFICIAL COPY

Property

Date February 22, 1980 TRUST DEED 25372661

THIS INDENTURE WITNESSETH That the undersigned as grantors, of the City of Chicago Heights, County of Cook, and State of Illinois, for and in consideration of a loan of \$4195.20 including interest, evidenced by a promissory note on 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, in the State of Illinois, to wit: Lot 190 in Olympia Terrace Unit No. 3, a Subdivision of part of the South Half of the Southwest Quarter of Section 8, Township 35 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois

commonly known as 171 Doris Lane, Chicago Heights IL 60411

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 Mortgagee 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 window, 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 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 the 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 re-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, with regard 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 22nd day of February Signed and Sealed in the Presence of

First National Bank in Chicago Heights As Trustee, Trust No. 4036

First National Bank in Chicago Heights Edward L. Morrison Assistant Trust Officer

First National Bank in Chicago Heights I, Assistant Trust Officer Ronda Strasser, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Edward L. Morrison, /Assistant Trust Officer

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 he signed, sealed and delivered the said instrument as 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 22nd day of February 1980

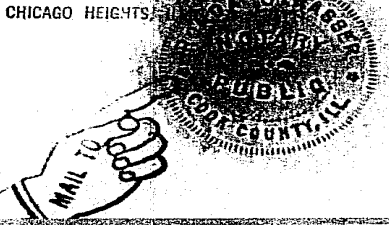
Ronda Strasser Notary Public.

My Commission Expires June 7, 1982

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EXEMPTION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF

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Property of Cook County Clerk's Office
25372661

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.

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 4036

By Edward J. Moran
Vice President & Trust Officer
Asst.