

Property of

Date February 22, 1980

TRUST DEED

25381468

THIS INDENTURE WITNESSETH. That the undersigned as grantors, of the City of Chicago Heights, Cook County, Illinois, for and in consideration of a loan of \$14,682.60 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 25 in Block 43 in Village of Park Forest Area No. 5, being a Subdivision of part of the East half of Section 27 and the West half of Section 36, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded August 3, 1951 as document 15139014, in Cook County, Illinois commonly known as 363 Indianwood, Dr, Park Forest, IL 60466

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 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 tenantable 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 advances he may make 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 Mortgagees 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 Mortgagees, 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 1980 Signed and Sealed in the Presence of FIRST NATIONAL BANK IN CHICAGO HEIGHTS, NOT INDIVIDUALLY, BUT AS TRUSTEE ON THE TRUST #3423



Edward L. Morrison, Asst. Trust Officer

Donna Willwerscheid, Asst. Trust Officer

I, Ronda Strasser, County, Illinois, as a Notary Public in and for, and residing in said County, in the State aforesaid, do hereby certify that Edward L. Morrison, Asst. Trust Officer and Donna Willwerscheid, Asst. Trust Officer, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 29th day of February 1980

Ronda Strasser, Notary Public

Phyllis Kleau, CHICAGO

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF.

25381468

Property of Cook County Clerk's Office
25381468

EXONERATION CLAUSE - MORTGAGE NOTE

This note 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 each original and successive owner or holder of this note that nothing herein contained shall be construed as creating any personal liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement to pay this note or any interest that may accrue hereunder, all such liability, if any, being expressly waived. Any recovery on this note or on the mortgage given to secure its payment shall be solely against and out of the property described in said mortgage by enforcement of the provisions contained in said mortgage and note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of this note. Each original and successive owner or holder of this note accepts the same upon the express condition that no duty shall rest upon the trustee to sequester the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition thereof.

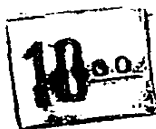
First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 3423

By _____
Assistant Trust Officer

UNOFFICIAL COPY

RECORDED MAR 5 AM 9 10

REC-500 200007 1000000 1100



25381468

Trust Deed

TO
FIRST NATIONAL BANK
IN CHICAGO HEIGHTS, as Trustees

END OF RECORDED DOCUMENT