Date June 19, 1984

## TRUST DEED

Village

THIS INDENTURE WITNESSETH, That the undersigned as Granton(s) of the City of Homewood and State of Illinois for and in consideration of a loan in the sum of \$ 19,042.09 County of Cook and State of 1111101S for and in consideration of a loan in the sum of \$ 19,042.05 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 1111no1 to with Estate, with all improvements thereon, situated in the County of Cook

See Logal Attached on reverse side of trust deed

27155620

commonly known as

41 Jolbrook Road Apt 35B, Homewood, IL 60430

free from all rights and benefit, und and by virtue of the homestead exemption laws. Granton(s) hereby releases and waives all rights under and by virtue of the nor estead 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 Granton(s) may be entitled thereto (which are pledged primarily and on a parity with said real estate and not eco de uy) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, wat 1, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the forego 12), s reens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoin are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment and racicles 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 assessme us u on said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbraces with interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of Granton(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 the efor, which shall with 9% interest thereon, become due immediately, without demand. On default in any payments due in accordince 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; 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 T ust earlithe rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the stane, to serve all necessary notices and demands, to bring forcible proceedings to recover possession thereof, to rerent the said premiser as he may deem proper and to apply the money so arising to the payment of this indebtedness or any renewals or extensions the 10f, 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, associaments, liens, encumbrances, interest or advancements.

This instrument is given to secure the payment of a promissory note dated June 19, 984

in the principal sum of \$ 14,000.00

signed by Joseph A. Ignelzi and Rosemar/ Ignelzi

in behalf of themselves 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 so vency or insolvency of Grantor(s) at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. S. ch 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 Granton(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

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument and the Trustee has accepted delivery of this instrument this Nineteenth day of June

Executed and Delivered in the Presence of the following witnesses

State of Illinois County of

27155 Lorraine Reynolds , a Notary Public in and for said county and state, do hereby certify that Joseph A. 6 Rosemary Ignelzi , 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 the y signed and delivered the same instrument as theifree and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of June

My Commission expires:

This instrument was prepared by: PHYLLIS J KLAW

P O Box 550, Chicago Hts, Il Notary Public

My Commission Expires June 25, 1987

## UNOFFICIAL COPY

12.155621

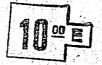
FIRST NATIONAL BANK CHICAGO HEIGHTS, as trusto

Frust Deed

Unit 35 B and Garse Unit No. 18 AA, as delineated on survey of the following described parcel of Real Estate (hereinafter referred to as 'Parcel'): Lot 1 (except that part there) lying North of the center line of Butterfield Creek as relocated) and Lou as William A. Christopher Subdivision of the West 624 feet of the Northeast & of Section 8, Township 35 North, Range 14 East of the Third Principal Meridian, excepting therefrom the East 100 feet of the South 233 feet all in 'cook County, Illinois, which survey is attached as exhibit 'A' to Declaration of Condominium made by Oemac Contractors, Inc., recorded in the Office of the Accorder of Cook County, Illinois as document numbers 20241853 and 20510301, Loge ner with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and selection in said Declaration and Survey).

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END OF RECORDED DOCUMENT