UNOFFICIAL COPY

Date August 8, 1985

TRUST DEED

85144780

THIS INDENTURE WITNESSETH, That the undersigned as Granton(s) of the City of Chi cago Height's County of Cook and State of 111 ino isfor and in consideration of a loan in the sum of \$6,000,00 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 111 ino is to with

Lots 23 and 24 in Block 62 in Chicago Heights, in the Southwest & of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROFERTY INDEX NUMBERS

32-21-303-023-000 NO.

commonly known as

1435 Wallace Chicago Heights,

f.e. from all rights and benefits under and by virtue of the homestead exemption laws. Granton(s) hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues as deposits thereof for so long and during all such times as Grantor(s) may be entitled thereto (which are pledged primarily and on a pailty 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, awnings, stoves and water heaters. All of the foregoing are occlared to be 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 Grantor(s) or their successors or assigns shall be considered as constituting part of the real estate.

GRANTOR(S) ACLCs 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 encumbraces and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of Grantor(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 therefor, which shall with 9% interest thereon, become due immediately, without demand. On default in any payments due in accordance with the note secured hereby or any renewals or extensions thereof, or in the event of a ster of 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 suit at law, or both, as if all of sria indebtedness had then matured by express terms.

AS FURTHER SECURITY Grantor(s) ereby 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 necessary notices and demands, to bring forcible proceedings to recover power soin thereof, to rerent the said premises as he may deem proper and to apply the money so arising to the payment of this indebted rest, or any renewals or extensions thereof, or to any advancements made as aforesaid, and it shall not be the duty of Trustee to inquire ir to the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

This instrument is given to secure the payment of a promissory note dated August 8, 1985

in the principal sum of \$ 6,000.00

signed by Pool or T. Bradford in behalf of hungelf

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 stile, without notice, without regard to the solveney or insolvency of Granton(s) 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 pinder cy of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there here dear distribution 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 tents, 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 may authorize the receiver to apply the net income in his hands in payment in whole of in part of: (1) The indebtedness secured hereby, or ally the net 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.

IN WITNESS WHEREOF, the Granton(s) has executed this instrument and the Trustee has accepted delivery of this instrument this 8th day of August 19 85

Executed and Delivered in the Presepce of the following witnesses:

State of Illinois County of Cook

Lorraine Reynolds

Booker T. Bradford

to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as hisfree and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th
My Commission expires: MY Commission Lipies June 25, 1981
This instrument was prepared by:

August 19 85.

Price.

UNOFFICIAL COPY

