

UNOFFICIAL COPY

85205906

TRUST DEED

Date September 23, 1985 8 52 05 William A S McLaren and Jessie June McLaren, his wife

THIS INDENTURE WITNESSETH, That the undersigned as grantors, William A S McLaren and Jessie June McLaren, his wife of the City of Harvey, County of Cook and State of Illinois for and in consideration of a loan of \$ 11,000.00 including interest, evidenced by a promissory note of even date herewith, convey and warrant to Lawrence R. Hochberg, as trustee, the following described Real Estate, with all improvements thereon:

situated in the County of Cook in the State of Illinois to wit: The North 17 feet of Lot 32 and all of Lots 33 thru 40, both inclusive in Block 2 in Halsted Street Syndicate Subdivision of the South 10 acres of the West half of the West half of the Northwest quarter of Section 21, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

commonly known as 16200 S. Union, Harvey, Cook, IL 60426

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 thereof for so long and during all such times as Mortgageors 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, mador 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 Mortgageors 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 tenatable 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 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, 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; 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 23rd day of September, 19 85

State of Illinois
County of Cook

X William A S McLaren (Seal)
X Jessie June McLaren (Seal)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their 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 23rd day of September A.D. 19 85

My Comm. Expires Sept 21, 1987
Barbara A. Davis
NOTARY PUBLIC

P. I. #29-21-113-063, 29-21-113-073, 29-21-113-060, 29-21-113-071, 29-21-113-016,

Lawrence R. Hochberg
74 East Travis Street
Harvey, Illinois 60426

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Property of Cook County Clerk's Office

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-85-205305

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Trust Deed

TO

DELIVERED TO
FIRST NATIONAL BANK OF HARVEY
100 EAST 11TH STREET
HARVEY, ILLINOIS 60426