

Date December 12, 1985

UNOFFICIAL COPY 85326183

TRUST DEED

THIS INDENTURE WITNESSETH, That the undersigned as Grantor(s) of the City of Chicago Heights County of Cook and State of Illinois for and in consideration of a loan in the sum of \$ 9,527.92 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 Illinois to wit:

See Rider attached

Rider attached to Trust Deed dated 12/12/85
Lot 3 in Block 7 in Olympia Highlands a subdivision of the North West 1/4 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian (except the East 265 feet of the North 623 feet) being 37 acres more or less and that part of the East 1/2 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian lying Westerly of the Westerly line of Dixie Highway cut-off and North of a line 2403.72 feet South of and parallel to the East and West center line of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian except that part of the North 576 feet lying Westerly of the Westerly line of Dixie Highway cut-off of the East 1/2 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian according to the plan thereof recorded April 14, 1955 as Document No. 16204705 and Torrens Document No. 1587740 in Cook County, Illinois.

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thereon
ed), and

awnings, stoves and water heaters. All of the foregoing are declared 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) 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 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 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 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 Grantor(s) hereby sign, 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 possession thereof, to reenter the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness or any renewals or extensions thereof, 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, assessments, liens, encumbrances, interest or advancements.

This instrument is given to secure the payment of a promissory note dated December 12, 1985

in the principal sum of \$ 9,527.92

signed by Victor N. Melillo and Frances M. Melillo,
in behalf of themselves his wife

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 Grantor(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 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 Grantor(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 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.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument and the Trustee has accepted delivery of this instrument this 12th day of December, 1985

Victor Melillo
Frances M. Melillo

85326183

Executed and Delivered in the
Presence of the following witnesses:

State of Illinois
County of Cook

I, Lorraine Reynolds, a Notary Public in and for said county and state, do hereby certify that Victor N. & Frances M. Melillo, 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 1985

My Commission expires: My Commission Expires June 25, 1987
This instrument was prepared by: Phyllis J. Klaw

P O Box 550
Chicago Heights, IL 60411

Notary Public

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Trust Deed

FIRST NATIONAL BANK
IN CHICAGO HEIGHTS, as trustees

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Chicago Heights, IL 60411

File # 550

Playboy

No. 104

1985

This instrument was prepared by My Commissioner of the State of Illinois, William H. Fife, Esq., at Chicago, Illinois, on the 25th day of November, 1985.

My Commissioned Expertise: My Commissioner of the State of Illinois, William H. Fife, Esq., at Chicago, Illinois, on the 25th day of November, 1985.

Instrument as Exhibit Free and voluntary ac for the uses and purposes herein set forth.

To the foregoing instrument as Exhibit Free and voluntary ac before me this day in person, and acknowledged that he signed and delivered the said instrument as Exhibit Free and voluntary ac for the same person(s) whose name(s) is subscribed thereto.

Victor N. & Frances M. Melillo, a Notary Public in and for said county and state, do hereby certify that

I, Lorriane Remold, a Notary Public in and for said county and state, do hereby certify that

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County of Cook
State of Illinois

Executed and Delivered in the
presence of the following witnesses:

John A. Miller

John A. Miller

Instrument this 27th day of December, 1985
IN WITNESS WHEREOF, the Grantor(s) has executed this instrument and the Trustee has accepted delivery of this
deed.

The herein referred to such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, case of a sale and
the herein referred to such decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to
such decree, or by any decree foreclosing this trust deed, or any debt or in part of (1) The independent assessment of another lien which may be or become superior to
such decree in his hands in payment in whole or in part of (1) The Court from time to time may allow, or in reenewals or extensions
and operation of the premises during the whole of said period. The Court from time to time may allow, or in reenewals or extensions
and profits, and all other powers which may be necessary or arise in such cases for protection, possession, collection, management
and further times when Grantor(s), except for the intervention of a receiver, would be entitled to collect such rents, issues and
case of a sale and a deficiency, during the full statutory period of redemption, whether there be foreclosure or redemption or not as during
receipt shall have power to collect the rents, issues and profits of said premises during the period of such foreclosure suit and, in
receipt the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such
or insolvency of Grantor(s) at the time of application for such receiver and without regard to the value of the premises or
receiver of said premises. Such application may be made either before or after sale, in which such bill is filed may appoint a trustee
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
trustee who will
in behalf of themselves

in the principal sum of \$ 9,527.92

signed by Victor N. Melillo and Frances M. Melillo

in the principal sum of \$ 9,527.92, dated December 27, 1985

This instrument is given to secure the payment of a promissory note dated December 27, 1985.
is advanced, and it shall not be due until payment of this instrument, the validity of any such taxes, assessments, liens, encumbrances,
as otherwise, so arising to the payment of this instrument, renewals or extensions thereof, or to any advanced payments,
apply the money so arising to the recovery possession thereof, to renew the said promisor in the may deem proper and to
demands, to bring forcible proceedings to recover and receive for the same, to serve all necessary notices and
premises, from and after this date, and authorize him to sue for, collect and receive to Trustee all the rents, issues and profits of said
premises, for the benefit of Grantor(s) hereby assigned, transfer and set over to Trustee all the rents, issues and profits of said
premises, to whom and to his heirs, executors and administrators had or may procure by express terms.

AS FURTHER SECURITY Grantor(s) hereby assigns, transfers and set over to Trustee all the rents, issues and profits of said
instrument, or by suit at law, or bond, as if all of said indebtedness had been matured by foreclosure
hereof, or by suit at law, or bond, as if all of said indebtedness had been matured by express terms.
together with interest thereon from the time of such default or breach and may proceed to recover such indebtedness due
excessions thereof, or in the event of a breach of any covenant herein contained, Trustee may declare the whole indebtedness due
immediately, without demand. On default in any payments due in accordance with the note secured hereby or any renewals of
authorised at its option to attend to the same and pay the bills thereafter, which shall remain heretofore, become due
good repeat and free of liens. In the event of failure of Grantor(s) to comply with any of the above covenants, then Trustee is
insured to their full insurance value, to pay all taxes and assessments upon said property tenable and therefore
GRANTOR(S) AGREE to pay all taxes and assessments when due, to keep the buildings thereon
successors or assigns shall be constituted as constituting part of the real estate.

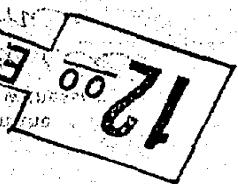
or now and it is agreed that all such property, equipment or articles herein placed in the premises by the Grantor(s) or their
successors or assigns shall be construed as constituting part of the real estate.
All of the foregoing articles heretofore attached thereto
awnings, stoves and water heater, all of such equipment or articles herein attached thereto
valuation, including (without a restating the foregoing), curtains, windows, blinds, storm doors and windows, floor coverings,
used to supply heat, gas, air, conditioned not secondarily, water, light, power, refrigeration (whether single units or centrally controlled), and
and on a party with said real estate and during all such times as Grantor(s) may be entitled thereto (which are pledged primarily
issues and profits thereof for so long and during all such time as Grantor(s) may be entitled thereto
TOGETHER with all improvements, easements, fixtures and appurtenances hereto belonging, and all rents,
rights under and by virtue of the homestead exemption laws of this State.

free from all rights and benefits under and by virtue of the homestead exemption laws, Grantor(s) hereby releases and waives all
commonly known as 804 Maple Drive, Chicago Heights, IL 60411 Tax ID #32-17-314-014-0000

be Real
National
Co.
D.
E.
B.
G.
C.

UNOFFICIAL COPY

-85-326183



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17 DEC 85 9:24

12.00

Trust Deed

TO
FIRST NATIONAL BANK,
IN CHICAGO HEIGHTS, as trustee

17, Township 35 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded April 14, 1955 as Document No. 16204705 and Torrens Document No. 1587740 in Cook County, Illinois.

85326183