

# UNOFFICIAL COPY

86411213

TRUST DEED

Date September 5, 1986 8 6 4 1 1 2 1 3  
 THIS INDENTURE WITNESSETH. That the undersigned as grantors, Floyd Powell and Minnie Powell  
his wife, as joint tenants of the City of Harvey  
 County of Cook and State of Illinois for and in consideration of a loan of \$ 8,000.00  
 including interest, evidenced by a promissory note of even date herewith, convey and warrant to Lawrence H. 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: Lot 12 in block 3 in Harvey manor, being a subdivision of the east 1/2 of the  
south east 1/4 of the south east 1/4 of section 18, township 36 north, range 14  
east of the third meridian according to the plat thereof recorded April 30, 1926  
as document number 9259759 east of the third principal meridian, in Cook County,  
Illinois  
 commonly know as 15831 Paulina Harvey Illinois  
 Address City State

29-18-403-012-Dm

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 Mortgagors may be entitled thereto (which are pledged pri-  
 marily and on a parity with said real estate and not secondarily) as 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 appartus, 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 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 Mortgagors 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 Mortgagors, 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 5<sup>TH</sup> day of September, 1986  
Floyd Powell (Seal)  
Minnie Powell (Seal)

State of Illinois  
 County of Cook

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 5<sup>TH</sup> day of September  
 A.D. 1986  
Robin McHugh  
 NOTARY PUBLIC

First National Bank in Harvey  
 174 East 154 St., Harvey, IL

86411213

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**Trust Deed**

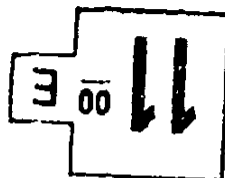
**86-411213**

TO

**86411213**

FIRST NATIONAL BANK OF CHICAGO  
170 E. WASHINGTON STREET  
HARVEST, ILLINOIS 60143

*Return to:*



Property of Cook County Clerk's Office

SEP-12-1986 11:57 AM A - 1025 FT 97105-21