

# UNOFFICIAL COPY

Date October 17, 1987

TRUST DEED

87568394

THIS INDENTURE WITNESSETH, That the undersigned as Grantor(s) of the City of Glenwood County of Cook and State of IL for and in consideration of a loan in the sum of \$6,690, 86 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 IL to wit:

Lot 378 in the 7th addition to Glenwood Gardens, being a Subdivision of part of the SE 1/4 of Section 3, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Tax I.D. #32-03-415-020

commonly known as 248 Birch Drive, Glenwood, IL

free from all rights and benefits under and by virtue of the homestead exemption laws. Grantor(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 and profits thereof for so long and during all such times as Grantor(s) 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, 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 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 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 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 October 17, 1987

in the principal sum of \$ 6,690.86

87568394

signed by Chicago Heights National Bank A/T/U/T #1496  
in behalf of Beneficiary of Trust #1496

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 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.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument and the Trustee has accepted delivery of this instrument this 17th day of October, 1987

Executed and Delivered in the Presence of the following witnesses:

*Phyllis J. Klaw*  
*Phyllis J. Klaw*

Chicago Heights National Bank, as Trustee under Trust No. 1496

*Harry T. Conne*  
Vice President

*Richard [Signature]*  
Asst. Vice President

State of Illinois  
County of Cook

I Phyllis J. Klaw

, a Notary Public in and for said county and state, do hereby certify that Chicago Heights National Bank A/T/U/T#1496 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 he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

17th day of October, 1987

My Commission expires:

This instrument was prepared by: D. Maddrill

100 First National  
Chicago Heights, IL

OFFICIAL SEAL  
Phyllis J. Klaw  
Notary Public, State of Illinois  
My Commission Expires 10/19/90

EXCULPATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HERE OF (SEE REVERSE SIDE)

# UNOFFICIAL COPY

Trust Deed

TO  
FIRST NATIONAL BANK  
IN CHICAGO HEIGHTS, AS TRUSTEES

87568394

Property of Cook County Clerk's Office

EXCULPATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HERE OF

87568394

### EXCULPATION CLAUSE

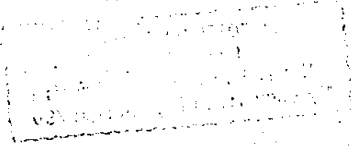
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Heights National Bank in Chicago Heights, Illinois, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The Chicago Heights National Bank in Chicago Heights,

Not Individually, but solely as Trustee under Trust No. 1496

By Jessie K. [Signature]  
ASST. Trust Officer

Form TR-8



\$ 12.00

87568394