

Date May 20, 1988

UNOFFICIAL COPY TRUST DEED 88225595

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 \$ 14,000.00 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 Illinois to wit:

Parcel (1): Lot 18 in Block 14 in the Village of Matteson in Section 26, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

Parcel (2) Unit Number B-316 in Homewood Towers on the Lake Condominium, as delineated on Survey of Lot 1 or parts thereof in Homewood Lakewood, being a subdivision of that part of the North 820.77 feet of the South 1240.50 feet of the West 590.00 feet of the South East 1/4 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, lying Southerly of the Southerly right of way line of the Illinois Central Railroad and lying West of the West line of Halsted Street Subdivision (hereinafter referred to as Parcel), which Survey is attached as Exhibit 'AA' to Declaration of Condominium made by Beverly Bank, Corporation of Illinois, as Trustee under Trust Agreement dated July 9, 1971 known as Trust Number 8-3046, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 22332382, and as amended by Document 23790189 and as may be further amended from time to time, together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), all in Cook County, Illinois.

commonly known as (1) 3702 W. 216th St., Matteson, IL 60443 PIN 31-26-104-018 (2) 330 Elder Rd., Unit B-316, Homewood, IL 60430 PIN 29-32-406-043-1049

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 of 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 re-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 May 20, 1988 88225595

in the principal sum of \$ 14,000.00

signed by John & Betty Doyle, his wife in behalf of John & Betty Doyle, 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 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 20th day of May, 1988 First National Bank in Chicago Heights as Trustee under Trust No. 4138

Executed and Delivered in the Presence of the following witnesses:

By: [Signature] Trust Officer ATTEST: Joyce L. Urban Administrative Assistant

State of Ill. County of Cook

I, Angela Giannetti, a Notary Public in and for said county and state, do hereby certify that Patrick H. Spina, Trust Officer & Joyce L. Urban, Administrative Assistant, 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of May, 1988

My Commission expires: This instrument was prepared by: Angela Giannetti Notary Public, State of Illinois My Commission Expires Mar. 19, 1991

[Signature] Notary Public

Mary Ann Melchiorre First National Bank in Chicago Heights, IL 60411 100 First National Plaza Chicago Heights, IL 60411

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOF

Trust Deed

FIRST NATIONAL BANK
10
IN CHICAGO HEIGHTS, AS TRUSTEES

EXONERATION CLAUSE - MORTGAGE
MA-76-58 24052 88225595 :: A --- Fee

12.00

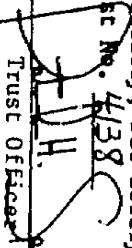
This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

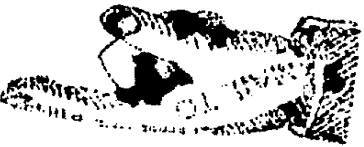
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First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 4138

By 
Trust Officer



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58552288

Property of Cook County

EXONERATION CLAUSE - MORTGAGE
MAY 20 1966 24052 88225595 - A - REC

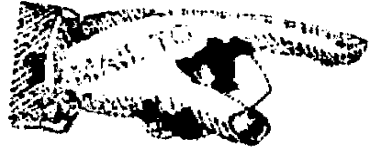
12.00

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25 MAY 10: 16

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12%

First National Bank in Chicago Heights,
not Individually, but solely as Trustee
under Trust No. 4138

By [Signature]
Trust Officer

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