

# UNOFFICIAL COPY 92026362

## TRUST DEED

Date Jan. 6, 1992

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of the City of Indian Head Park County of Cook and State of Illinois for and in consideration of a loan of \$ 8,400.00 including interest, evidenced by a promissory note of even date herewith, convey and warrant to LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois, 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 Attached

UNIT 404-A IN THE FLAGG CREEK CONDOMINIUM AS DELINEATED ON SURVEY OF PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NB&TCO OF CHICAGO, TRUST NUMBER 38035 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23676217 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF 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) IN COOK COUNTY, ILLINOIS.

P. I. N. 18-29-101-017-1040

which has the address of 7217 WOLF ROAD #404A, INDIAN HEAD PARK Illinois 60528 (Property Address)

92026362 (Street, City)

... 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 proceeding 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 a deficiency.

Witness our hands and seals this 6th day of Jan 19 92 Signed and Sealed in the Presence of

*Herbert Kaltenbach*  
*Peter G. McCann Jr.*

*[Signature]* (Seal)

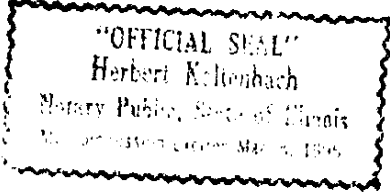
DEPT-01 RECORDING (Seal) \$23.00  
T34444 TRAN 044101/14/92 14117:00  
#8189 # D \*-92-026362  
COOK COUNTY RECORDER

STATE OF Illinois Cook County

I, Herbert Kaltenbach, a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 6th day of Jan 19 92



*Herbert Kaltenbach*  
Notary Public.

UNOFFICIAL COPY

**Trust Deed**

TO

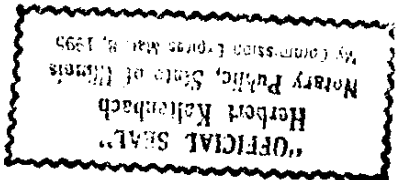
LASALLE NATIONAL BANK, as trustee

Box 31

Property of Cook County Clerk's Office

92026362

UNOFFICIAL COPY



day of Jan 6th 1992

Given under my hand and Notarial Seal this 6th day of Jan 1992... free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

do hereby certify that Peter G. McCann Jr. a Notary Public, in and for, and residing in said County, in the State aforesaid.

STATE OF ILLINOIS COOK

I, Herbert Kallenbach

DEPT-01 RECORDING (Seal) \$23.00 15444 INAN 0440 01/14/92 14:17:00 #8189 0 \*92-026362 COOK COUNTY RECORDER

Handwritten signature and date: 1992

Handwritten signature: Kelly Ann...

Witness our hands and seals this 6th day of Jan 1992

Such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided hands in payment in whole or in part of: (1) The indebtedness secured hereby, or any decree foreclosing this trust deed, during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises then value of the premises or whether the same shall be then operated as a homestead or not and the Trustee hereunder guard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without re- 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 branches, interest or advancements.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the building thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property ten- antiable 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 all 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.

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 Mortgages may be entitled thereto (which are pledged pri- marily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used, or supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or cen- trally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, under 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 mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

Address commonly known as 7211 Wolf Road Indian Head Park Illinois

P. I. N. 18-29-101-017-1040

Vertical handwritten notes on the right margin: REC PAGE 0 BY H. KALLENBACH 1-2-92

Vertical handwritten notes on the left margin: 92-026362

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Property of Cook County Clerk's Office

Trust Deed

TO

LA SALLE NATIONAL BANK, as trustee

Box 31

R. KALISBAON

COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

which has the address of P. I. N. 18-29-101-017-1040

Illinois 60528 (zip Code) 7211 WOLF ROAD #404A INDIAN HEAD PARK (Property Address)

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Street, City