

# UNOFFICIAL COPY

## 97463506

### TRUST DEED

THIS INSTRUMENT, WITNESSETH, that the Grantors, MNA, INC., an Illinois Corporation for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00), in hand paid, CONVEY and WARRANT unto King Kong, Inc., an Illinois corporation, as TRUSTEE, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas, plumbing apparatus and fixtures, and everything appurtenant thereto, together with all roots, issues and profits of said premises, situated in the County of Cook, in the State of Illinois to wit:

LOT 22 IN PHILLIPS AND PLYMOUTH SUBDIVISION TO CHICAGO CONTAINING 3 ACRES OR THEREABOUTS 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE FIRST PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-00-231-016

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS GRANTORS are justly indebted upon an Installment Note in the amount of One Hundred Thousand Dollars (\$100,000.00), dated \_\_\_\_\_, payable to King Kong, Inc.

The Grantors covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and as said Preliminary Note provides, or according to any agreement extending time of payment; (2) to pay prior to the time the same become due under the law all taxes, general or special, and to exhibit receipts therefor, upon demand; (3) within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in compliance to be approved by the holder of said indebtedness, and deliver to said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair; (7) not to suffer any mechanic's liens or other liens to attach to said premises, in the event of failure to so insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanic's liens or other liens to attach to said premises, the grantor, or the holder of said indebtedness, may procure said insurance, pay said taxes or make such repairs to place the property in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all taxes so paid the grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at ten per cent. per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time of such breach at ten per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms.

IT IS AGREED, that all expenses and disbursements, paid or incurred in behalf of complainant in connection with foreclosure hereof-including attorney's fees, outlays, evidence fees, stenographer fees, filing fees, title abstract fees, service of

DEPT-01 RECORDING \$25.50  
 T46666 TRAN 8409 06/26/97 14125100  
 45474 # ER # - 97 - 46,3506  
 COOK COUNTY RECORDER

97463506

2550

UNOFFICIAL COPY

302720870

Property of Cook County Clerk's Office

2012 10/10/12

UNOFFICIAL COPY


process fees and any other fees incurred in connection with said foreclosure-shall be paid by the Grantors; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the Grantors; that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof until all such fees, expenses and disbursements, and the costs of the suit, have been paid.


That upon commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may at any time, either before or after sale, and without notice to Grantors, or any party claiming under them, and without regard to the solvency of the Grantors or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage, rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before and well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property.

IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR ASSIGNED BY GRANTORS WITHOUT TRUSTEE'S PRIOR WRITTEN CONSENT, EXCLUDING (A) THE CREATION OF A LIEN OR ENCUMBRANCE SUBORDINATE TO THIS TRUST DEED; (B) THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES; (C) A TRANSFER BY DEVISE OR BEQUEST OR BY OPERATION OF LAW, UPON THE DEATH OF A JOINT TENANT; (D) THE GRANT OF ANY LEASEHOLD INTEREST OF THREE YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE, TRUSTEE MAY AT TRUSTEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS TRUST DEED TO BE IMMEDIATELY DUE AND PAYABLE. TRUSTEE SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE, TRANSFER OR ASSIGNMENT, TRUSTEE AND THE PERSON TO WHOM THE PROPERTY IS SOLD, TRANSFERRED OR ASSIGNED, REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO TRUSTEE AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS TRUST DEED SHALL BE AT SUCH RATE AS TRUSTEE SHALL REQUEST. IF TRUSTEE HAS WAIVED THE OPTION TO ACCELERATE PROVIDED HEREIN, AND IF THE GRANTOR'S SUCCESSORS IN INTEREST HAVE EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY TRUSTEE, TRUSTEE SHALL RELEASE GRANTOR'S FROM ALL OBLIGATIONS UNDER THIS TRUST DEED AND THE NOTE EXECUTED HEREWITH.

IF TRUSTEE EXERCISES SUCH OPTION TO ACCELERATE, TRUSTEE SHALL MAIL GRANTOR'S NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED WITHIN WHICH GRANTOR'S MAY PAY THE SUMS DECLARED DUE. IF GRANTOR'S FAIL TO PAY SAID SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, TRUSTEE MAY, WITHOUT FURTHER NOTICE OR DEMAND IN GRANTOR'S, INVOKE ANY REMEDIES PERMITTED BY PARAGRAPH 7 HEREOF.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of June

1997  
  
MNA, INC., an Illinois corporation by  
Christopher Meaney, President

  
MNA, INC., an Illinois corporation by  
Doana Meaney, Secretary

97463506

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois )

County of )

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that Christopher Heaney, President and Donna Heaney, Secretary of MMA, INC., an Illinois Corporation appeared before me this day in person and executed the within Trust Deed for the uses and purposes therein set forth, including the waiver of homestead, if applicable.

Date: 6-26-97

*Christine Menella*

Notary Public



*600 Edward St  
Wheeling, IL 60090*

PREPARED BY: CURT P. REBERG, 75 E. CRYSTAL LAKE AVE., CRYSTAL LAKE, IL

MAR. TO: \_\_\_\_\_



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office