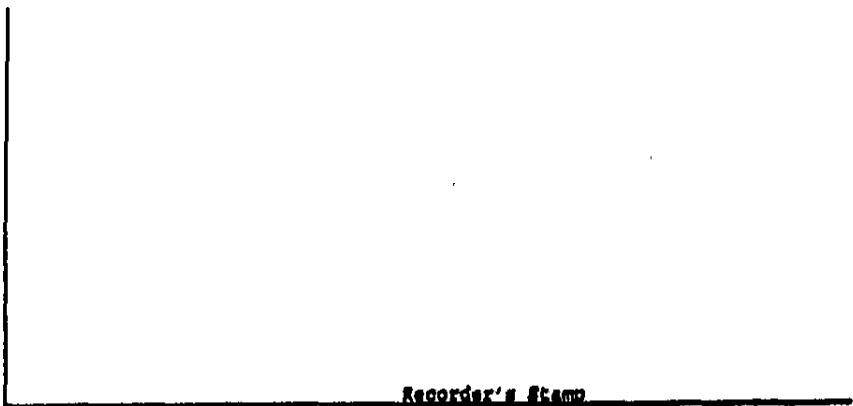


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1998-06-18 09:51:19  
Cook County Recorder 25.50

DEED OF TRUST



THIS INDENTURE WITNESSETH, That the Grantors, Robert M. Fixter and Cynthia A. Fixter

of the County of Cook, in the State of Illinois, in consideration of the sum of Seventeen Thousand Five Hundred and 00/100

Dollars.

in hand paid, Convey, and Warrant to HomeStar Bank, as Trustee of the County of Kankakee, in the State of Illinois, the following described real estate, to-wit:

Lot 67 in Jim-Jan Resubdivision, being a Resubdivision of part of Gold Coast Fourth Addition to Calumet City, Illinois of Section 20 and 29, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat of said Resubdivision recorded August 7, 1951 as Document 13141386, in Cook County, Illinois.

Permanent Index Number 30-29-207-032

1662 State Line Rd., Calumet City, IL 60409

situated in the County of Cook in the State of Illinois, and all appurtenances belonging thereto, together with all of the rents, issues and profits arising therefrom, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, in trust, nevertheless, for the following purpose:

WHEREAS, Robert M. Fixter and Cynthia A. Fixter is/are justly indebted upon a Promissory Note (the "Note"), bearing even date herewith in the principal sum of U.S. \$ 17,500.00, or so much thereof as may be advanced and outstanding, with interest thereon, payable to the order of HomeStar Bank;

AND WHEREAS, the Grantor, in order to secure the aforementioned indebtedness, grants this Deed of Trust.

# UNOFFICIAL COPY

Now, if default be made in the payment of said Note or the interest thereon, or any part thereof, according to the terms of said Note, or in case of waste, nonpayment of taxes, special taxes or assessments or insurance premiums or assessments on said premises, then in such case, the whole of said principal sum and interest secured by said Note shall thereupon, at the option of the legal holder or holders, become immediately due and payable and this Trust Deed may then be foreclosed and out of the proceeds of any foreclosure sale there shall be paid first, the cost of said suit, including reasonable attorneys' fees and all monies advanced for abstracts of title, title searches and examinations.

Upon the filing of any bill to foreclose this Trust Deed, the Court may, on application, without notice to the Grantor of Subsequent Grantees, and without bond being required of the applicant, appoint a Receiver to collect rents, issues and profits during the pendency of said suit and until the redemption period has expired and apply the same under the direction of said Court to the extinguishment of taxes, special taxes or assessments, attorneys' fees, debt, interest, cost and expenses incurred in said foreclosure suit.


The Grantor(s) agree(s) to keep the buildings on said premises insured for their full insurable value against loss or damage by fire, lightning, windstorms, cyclones and tornadoes and that the policies shall be assigned to Grantee for the benefit of the holder of said Note.

When the obligations of Grantor(s) under this Trust Deed are fully paid and discharged, the Grantee shall reconvey said premises to Grantor (s) upon receiving his reasonable charges therefor. And in case of the death, resignation, removal from said County of Kankakee, or inability to act, of said Grantee, then the Recorder of Deeds of said County is hereby appointed successor in trust with the same power and authority as is hereby vested in said Grantee.

Any transfer of legal or equitable title in real estate covered by this Trust Deed or any part of said real estate shall give Grantee the right to declare all indebtedness secured by this Grantee immediately due and payable. Failure of Grantee to exercise this right of acceleration shall not constitute a waiver of future transfers.

It is also agreed that the Grantor(s) shall pay all costs and attorneys' fees incurred by the Grantee, or the holder of said Note in any suit in which either of them may be plaintiff or defendant by reason of being a party to this Trust Deed or a holder of said Note.

Witness the hand and seal of said Grantor(s), this 30th day of May, 1998.

  
\_\_\_\_\_  
Robert M. Fixter (Seal)

  
\_\_\_\_\_  
Cynthia A. Fixter (Seal)

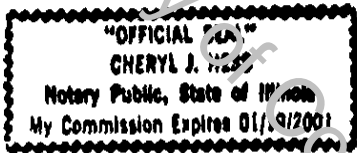
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

STATE OF Illinois )  
COUNTY OF Kankakee )

I, the undersigned, a Notary Public in and for said County in the State of Illinois do hereby certify that Robert M. Fixter and Cynthia S. Fixter personally known to me to be the same persons whose names 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 30th day of May, 1998.



Cheryl J. Hess  
NOTARY PUBLIC

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY HOMESTAR BANK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

HOMESTAR BANK  
TRUSTEE

BY: Kathryn Fritz  
Kathryn Fritz

Prepared by/Return to:

HomeStar Bank  
303 Section Line Road  
Manteno, Illinois 60950