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TRUST DEED—Short Form
(Ins. and Receiver)

FORM No. 831
September, 1975

GEORGE E. COLE
LEGAL FORMS

24462506

THIS INDENTURE, made this 6th day of June 1978,
 between CHARLES KRESLER and JANE W. KRESLER, his wife,
 of the Village of Forest Park, County of Cook
 and State of Illinois, Mortgagor,
 and Commercial National Bank of Berwyn, a National Banking Corporation
 of the City of Berwyn, County of Cook
 and State of Illinois, as Trustee.

WITNESSETH THAT WHEREAS the said Charles Kresler and Jane W. Kresler, his wife, are justly indebted upon one principal note in installment in the sum of Fifty thousand and 00/100ths (\$50,000.00) Dollars, due and payable as follows: \$1,062.56 or more on the 6th day of July, 1978; \$1,062.56 or more on the 6th day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 6th day of June, 1983, said payments to include

with interest at the rate of 10.00 per cent per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid.

THIS IS A JUNIOR TRUST DEED

~~XXX~~ Said notes bearing even date herewith and being payable to the order of

Bearer

at the office of Commercial National Bank of Berwyn
 or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing interest after maturity at the rate of eight per cent per annum.

10.25

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of Cook and State of Illinois, to wit:

SEE ATTACHED:

This instrument was prepared by _____
 (NAME AND ADDRESS)

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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the share, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises, to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire (with extended coverage) for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all the moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at eight per cent per annum become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments or interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness or any part hereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all encumbrances and interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, or commitment for title insurance, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the costs of such proceedings have been paid and out of the proceeds of any sale of said premises that may be under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at eight per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinafore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

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UNIT 708 as delineated on the Survey of the following described
Parcels of Real Estate.

PARCEL 1: The North 52 feet of Block 5 (except the East 105 1/2 feet thereof) in Dunlop's Addition to Oak Park in the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 12, East of the 3rd Principal Meridian, except the triangular piece of land, described as follows: Commencing at the Southwest Corner of said above described land; thence running Easterly along the Easterly Line of Des Plaines Avenue, 26 feet; thence running at right angles from said line in a Southeasterly direction about 48 feet to the South Line of said above described land; thence running West along said South Line of said land to the place of beginning, in Cook County, Illinois.

PARCEL 2: That part of Block 5 described as follows: Commencing at a point on the Easterly Line of Des Plaines Avenue at its intersection with the South Line of the North 52.0 feet of said Block 5, thence Northeasterly along said Easterly Line of Des Plaines Avenue 26.0 feet, thence Southeasterly perpendicular to said Easterly Line of Des Plaines Avenue to a point on the South Line of the said North 52.0 feet of Block 5; thence East parallel with the North Line of the said Block 5 to a point 115.0 feet West of the East line of the said Block 5; thence South parallel with the East Line of said Block 5, 63.0 feet; thence Westerly to a point on the Easterly Line of Des Plaines Avenue 74.74 feet Southwesterly of the point of beginning; thence Northeasterly to said point of beginning (excepting from the said described property the East 7.0 feet thereof), all in Dunlop's Addition to Oak Park, a Subdivision of the West 1/2 of the Southeast 1/4 and part of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois.

PARCEL 3: The South 94 feet of the North 209 feet (except the East 117.25 feet thereof) of Block 5 in Dunlop's Addition to Oak Park in the West 1/2 of the Southeast 1/4 and in that part of the East 1/2 of the Southwest 1/4 lying Southeast of Des Plaines Avenue in Section 13, Township 39 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois.

PARCEL 4: (Except the East 150 feet) of the South 69 feet of the North 278 feet of Block 5 in Dunlop's Addition to Oak Park in Section 13, Township 39 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois;

which Survey is attached as Exhibit "A" to the Declaration made by MAYWOOD-PROVISO STATE BANK, as Trustee, under Trust Number 5157, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 22678444 together with its 1.8331 undivided percentage interest in the Common Element as set forth in said Declaration.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration made by MARYBUD PROVISO STATE BANK, as Trustee, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 22678444, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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or removal from said Cook County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then Chicago Title Insurance Co. hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgage herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

WITNESS the hand and seal of the Mortgagor, the day and year first above written.

X Charles Kresler (SEAL)
Charles Kresler

X Jane W. Kresler (SEAL)
Jane W. Kresler

(SEAL)

(SEAL)

THIS INSTRUMENT WAS PREPARED BY:
COMMERCIAL NATIONAL BANK OF BERKIN
3012 SO. CANAL AVENUE
BERKIN, ILLINOIS 60002

BY: John J. Grams, President
cw

The note or notes mentioned in the within trust deed have been identified herewith under Identification No.

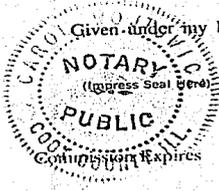
Trustee

21486566

STATE OF Illinois JUN 18 PM 1 18
COUNTY OF Cook

I, Carol Wojtowicz JUN-8-78 Notary Public in and for said County in the 11:15
State aforesaid, DO HEREBY CERTIFY that Charles Kresler and Jane W. Kresler, his wife,

personally known to me to be the same persons whose names are 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 redemption.



Given under my hand and official seal this 6th day of June, 19 78
Carol Wojtowicz
Notary Public

6/16/80

24482508

Box

Trust Deed

Insurance and Receiver

Charles Kresler and Jane W. Kresler,

his wife, TO

Commercial National Bank of Berwyn,

a National Banking Corporation

ADDRESS OF PROPERTY:

805 DesPlaines Avenue, Apt. #708

Forest Park, Illinois 60150



MAIL TO:

COMMERCIAL NATIONAL BANK OF BERWYN
3322 Oak Park Avenue
BERWYN, ILLINOIS 60402

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT