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TRUST DEED—Short Form (Ins. and Receiver)

FORM No. 831 JANUARY, 1968 27509559

Reorder From Typecraft Co.-Chicago

THIS INDENTURE, made this	28th	day of	March	5 9	. 19 <u>. 85,</u>
between JAMES A. HOFFMAN and			e		,
of the <u>Village</u> of	Riverside	, County of	Cook		
and Str. of <u>Illinois</u>	, Mortgagor,				
andCOMMERCIAL NATIONAL BANK	OF BERWYN, A Na	ational Banki	ing Corpor	ation	
of the of of	Berwyn	, County of	Cook		
and State of					
WITNESSETH THA? WHEREAS,					
	ju				
the sum of Ninety-five two send					ollars, due
and payable as a single payme. Due September 24, 1985.			lays after	: date.	
	0/				
	004				
with the rate of 12.50 per cent	per annum, payable	MC'THLY.			
HOWEVER, IF ALL OR ANY PART OF PRIOR WRITTEN CONSENT, LENDER DUE AND PAYABLE AND AFTER 30 D CLOSURE INCLUDING COURT COSTS	MAY DECLARE INE	AN BECOME LIA	ABLE FOR E		
BORROWER SHALL PAY TO THE NOTE NOT RECEIVED BY THE NOTE HOLDE	UOIDER A LATE (CHARGE OF 5%	OF ANY MO	NTHLY INS	STALLMEN
				4	
all of said notes bearing even date herewith	and being payable to the crial National			-0	
					C,
at the office of Comme or such other place as the legal holder the	rcial National	proint in lawfu	l money of the	he United Sta	ates, an
hearing interest after maturity at the rate of	f sexemper cent per a twenty	nnum.			
Each of said principal notes is identifi					
NOW, THEREFORE, the Mortgagor denced, and the performance of the covener formed, and also in consideration of the su unto the said trustee and the trustee's	ants and agreements h	erein contained of	loes CONVE	EY AND WA	ARRANT
County of Cook	and State of	Illinoi	<u>s</u> t	o wit:	
Parcel 1: The Easterly 1/2 of Lot 1057 i	n Block 22 in T	hird Divisio	n of Rive	rside	
Also Parcel 2:		**- **	+ 1/2 of	eaid lot	1057
Together with an easement over	the East 5 fee to Des Plaines	t of the wes Rd. for ingr	ess and e	gress as	а
extended from the rear of lot common driveway created by an	agreement dated	October 30,	1943 and	recorded	1/2 of
common driveway created by an November 29, 1943 as Document the North East 1/4 in Section Principal Meridian. I.D. No.	13184482 in Coo 36, Township 39 15-36-201-010	North, Range	e 12 East	of the Ti	hird

27509559

CONTRACTOR

THE IS A HOUSE TRUST DIED

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 estate, 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 LUD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposet, and pon 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 sa d n tes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and partion 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 be on due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended to to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon sair premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or t'e legal holder of said note or notes, against loss or damage by fire 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 mortegae 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 hold r of the note or notes, is hereby authorized to procure the same, and all moneys which may be advanced by aid trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforest a purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or est te hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, thall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but noting herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal hole er 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 of ugr curents, 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 of interest thereon, and such default shall continue for thirty (30) days after such installment be one's due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum (o cui er 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 an prt thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust feed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and with at notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or in erests, 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 cas are ceedings 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' clarges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such fore losure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much addition a in Lebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this true deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and distursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises the may be made 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 seven 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 hereinbefore 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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action hereunder may be required by any person entitled thereto, then <u>Chicago Title Insurance Co.</u>
hereby appointed and made successor. in trust herein, with like power and authority as is hereby vested in

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or

or removal from said

said trustee.

County, or other inability to act of said trustee, when any

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	As a law and your first above written
WITNESS the hand s and seals of the	Mortgagor, the day and year first above written.
	X (SEA
	James A, Hoffman
	James A. Hoffman X Varial Alfred (SEA
	James A. Hoffman X Doyothy A. Hoffman (SEA
	James A. Hoffman X James A. Hoffman SEA Doyothy A. Hoffman (SEA
THE MOTIVATIVE WAS DEFPARED BY:	James A. Hoffman X July Marine (SEA Doyothy A. Hoffman (SEA
THIS INSTRUMENT WAS PREPARED BY:	James A. Hoffman X Livid Hoffman Option A. Hoffman (SEA
COMMERCIAL NATIONAL BANK OF BERWYN	James A. Hoffman X Doyothy A. Hoffman (SEA (SEA (SEA
	James A. Hoffman X Livid Hoffman Option A. Hoffman (SEA
COMMERCIAL NATIONAL BANK OF BERWYN	James A. Hoffman X Doyothy A. Hoffman (SEA (SEA (SEA The note or notes mentioned in the within trust deed have be

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STATE OF Illinois COUNTY OF Cook	<u> </u>	ss.			
I, <u>Kim Zajac</u>					aid County, in the
State aforesaid, DO HEREBY CEI	RTIFY that	James A. Hoff	man and Do	orothy A. H	offman,
his wife, are					,
personally known to me to be the	same person_s v	vhose name_se	re subscri	bed to the for	egoing instrument,
appeared before me this day in	person and ackn	owledged that	they signe	d, sealed and	delivered the said
instrument astheir_free and					
waiver of the right of homestead.					
Given under my hand and note	arial seal this	28th	day of .	March	, 1985
(Impress Seal Here)			Kin ?	Zajae	
4	2 1006		' - 8	Notary Public	, , ,
Commission Expires November	3, 1986				
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Reco Reco	CO	e Road	6		al B Ave
and and an a	king Kring	ine 6(itiona Park / 60402
Irust Deed Insurance and Receiver A. Hoffman and Dorothy an, his wife	Commercial National Bank of Berwyn, A National Banking Corporation ADDRESS OF PROPERTY:	201 N. Delaplaine Road Riverside, IL 60546		وه در	N A
ru Isura	nal	201 N. Dela Riverside,	-	A STATE OF THE STA	L TO: Commercial 3322 So. 0 Berwyn, IL
F Ins	일 원 6	r si			S. S.
Ins Ins James A. Hoffman,	8 H B		91E*	C) ASS. I	MAIL TO: Comme 3322 Berwy

END OF RECORDED DOCUMENT