

85227368

THIS INDENTURE, made this 11th day of JUNE 1985,
 between STANLEY GRABINSKI AND BERNADETTE GRABINSKI (his wife)
 of the CITY of CHICAGO HEIGHTS, 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 Stanley Grabinski and Bernadette Grabinski (his Wife)
 are one installment justly indebted upon one principal note in

the sum of Five Thousand Nine Hundred two and 56/100ths (5502.56) Dollars, due
 and payable as follows: \$122.97 on the 21st day of October, 1985 \$122.97
 on the 21st day of each and every month commencing thereafter until said note
 is paid in full. The final payment of \$122.97 shall be due and payable on the
 21st day of September, 1989, if not sooner paid.

with interest at the rate of 14.00 per cent per annum, payable

THIS IS A JUNIOR TRUST DEED

all of said notes bearing even date herewith and being payable to the order of
COMMERCIAL NATIONAL BANK OF BERWYN

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 20.00 per cent per annum.

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... evi-
 denced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be per-
 formed, 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:

Lots 11 and 12 in block 61 in Percy Wilson's Keystone addition to Arterial Hill,
 a subdivision of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of section 16, Township 35
 North range 14 East of the Third Principal Meridian.

32-16-123-035-0000

Jr

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Trust Deed

Insurance and Receiver

Stanley Grabinski & Bernadette Grabinski (his wife)

TO

COMMERCIAL NATIONAL BANK OF BERWYN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

125 Wallace

Chicago Heights IL 60411



MAIL TO:

COMMERCIAL NATIONAL BANK OF BERWYN
3322 S. OAK PARK AVE
BERWYN IL 60402
89622259

896222-58-

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13.00

10:01:58 6



Property of Cook County Clerk's Office

STATE OF Illinois)
 COUNTY OF Cook)
 ss.)
 I, JUDITH I. SMITH, a Notary Public in and for 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 _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of JUNE, 1985.

 Notary Public
 Commission Expires 7-29-87
 (Impress Seal Here)

UNOFFICIAL COPY

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 COMPANY 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 Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

Property of Cook County Clerk's Office

RECORDED

688735-72-

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

X Stanley J. Anick (SEAL)

X Bernadette Grabowski (SEAL)

_____ (SEAL)

_____ (SEAL)

THIS INSTRUMENT WAS PREPARED BY:
COMMERCIAL NATIONAL BANK OF BERWYN
3322 SO. OAK PARK AVENUE
BERWYN, ILLINOIS 60402
BY: James A. Cairo

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

Trustee

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

of the legal holder of the note or notes herein described is protected by such policies.
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

AND THE Mortgagee further agrees that in case of a foreclosure decree and sale of said premises thereunder,
all rents, issues and profits thereof,
trust, to enter into and upon and take possession of said premises and to let the same and receive and collect
income and rents of said premises, and if thereupon shall be lawful for the trustee or the trustee's successors in
and agreements entered into on the Mortgagee's part, the Mortgagee hereby waives all right to the possession,
in case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants

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

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

And the Mortgagee does covenant and agree as follows: To pay said indebtedness and the interest thereon as
AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE
land, and all the estate, right, title and interest of the Mortgagee of, in and to said land, hereby expressly releasing
apparatus and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lighting
profits thereof and all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and
Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and

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