

UNOFFICIAL COPY

85341771

THIS INDENTURE, made this 10th day of October 19 85

between RUSSELL MILLER AND JACQUELINE MILLER (HIS WIFE)

of the Village of Norridge, 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 RUSSELL MILLER AND JACQUELINE MILLER (HIS WIFE)

are justly indebted upon one installment principal note in the sum of SIX THOUSAND FOUR HUNDRED TWENTY-TWO AND 40/100ths (6422.40) Dollars, due

and payable as follows: \$107.04 on the 19th day of January, 1986, \$107.04 on the 19th day of each and every month commencing thereafter until said note is payed in full. The final payment of \$107.04 shall be due and payable on the 19th day of December 19, 1990 if not sooner paid.

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

THIS IS A JUDICIAL TRUST DEED

all of said notes bearing even date herewith and being payable to the order of

COMMERCIAL NATIONAL BANK OF BERWYN

COMMERCIAL NATIONAL BANK OF BERWYN

at the office of 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 twenty 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 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:

lot 24 in Block 7 in Kinsey's Irving Park Highlands being a Subdivision of part of the Northeast Quarter of The Southwest Quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. # 12-13-307-015 TP

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Trust Deed

Insurance and Receiver

RUSSELL MILLER AND JACQUELINE MILLER (HIS WIFE)

TO

COMMERCIAL NATIONAL BANK OF BERYN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

4213 North Overhill

Northridge, Illinois 60634



MAIL TO:

Commercial National Bank of Beryn
3322 South Oak Park Avenue
Beryn, Illinois 60402

Property of Cook County Clerk's Office

85-344771

DEC-21-85 3 3 4 9 • 85344771 u A — Rec 13.22

Commission Expires 23 January 1988

Notary Seal No. 4

Shirley Morris Forward
Notary Public

Given under my hand and notarial seal this 10 day of October, 1985.

waiver of the right of homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and instrument as appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said personally known to me to be the same persons, whose names, ALL subscribed to the foregoing instrument,

MILLER
State aforesaid, DO HEREBY CERTIFY that RUSSELL L. AND JACQUELINE

SHIRLEY MORRIS FORWARD, a Notary Public in and for said County, to the

STATE OF ILLINOIS
COUNTY OF COOK

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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 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

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

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

BY: James A. Galro

X Russell L. Miller (SEAL)

Jaqueline Miller (SEAL)

_____ (SEAL)

_____ (SEAL)

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

Trustee

8534771

1954

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements here-
inbefore 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,
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 legal holder of the note or notes herein described is protected by such policies.

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 if 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 thereon.

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 a reasonable request.
paid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid, the overplus 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
including advertising, sale and conveyance, attorneys', stenographers' and trustee's fees, or days for documentary evi-
may be made under such decree of foreclosure of the 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-
ment secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust
shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebted-
proceeding 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 proceedings and until the time to redeem the same
to take possession or charge of said premises free and clear of all liens, mortgages, interests, and power to collect
plaint for that purpose, the court in which such proceedings are pending shall have the right to appoint a receiver
trustee's successors in trust, shall have the right to appoint a receiver for the 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 amount, being made at any time after the expiration of said thirty (30)
of the holder of said note or notes for any of 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 as aforesaid; 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 way encumber the title or estate hereby conveyed, or assigned, or about any suit or pro-
and all moneys advanced by said trustee or the trustee's successors in trust, or by the legal holder of
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 mortgages, liens, with the usual mortgage clauses attached, or other mortgages, and to cause
the value of such buildings 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 returned upon the premises insured as a security or collateral for the payment of the principal 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 rather to do, nor suffer to be done, anything whereby the security
no lien or 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 Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as

purpose, and upon the trusts herein set forth.
AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the use 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 same, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing
apparatus and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting
profits thereof and all the tenements, hereditaments and appurtenances thereon belonging and the rents, issues and
Together with all the tenements, hereditaments and appurtenances thereon belonging and the rents, issues and

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