UNOFFICIAL COPY9 287577392

	THE ABOVE SPACE FOR RECORDERS USE ONLY
BANK of BERWYN, Berwyn, Illinois, a na Deed or Deeds in trust duly recorded and and known as Trust Number 870118 Commercial National Bank of Be an Illinois corporation herein referred to a THAT, WHEREAS First Party has conce	irrently herewith executed an instalment note bearing even date herewith in the
Principal Sum of Sixty-five thouse	and & 00/100ths (\$65,000.00)Dollars.
made payable to THE ORDER OF BEARKEX Commercial National Bank of Berwyn and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from Date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.25% per cent per annum interest which the payable in a single payment 366 days from date. Interest monthly	
	, KXXXXXXXX
	therease the sound seember to the sound September
	erest, if not sooner paid, shall be due on the 10th day of September
on the unpaid principal balance and the re	n account of the indebtedness evidenced by said note to be first applied to interest mainder to principal; provided that the principal of each instalment unless paid
•	20,00 percent per annum, and all of said principal and interest being made
payable at such banking house or trust con Illinois, as the holders of the note may, from	n any in Berwyn 1 time to time, in writing appoint, and in the absence of such appointment, then at
the Office of Commercial Nationa	1 Bank of Berwyn
also in consideration of the sum of One Dollar in hand paid, the re	in Said municipality, esaid principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and corps whereof is hereby schnowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its
successors and assigns, the following described Real Estate situat CONN	e, lying and being in the
Lots 32 and 33 in J.H. Curtis' of the East 1/2 of Section 6, To cipal Meridian in Cook County,	Subdivision of Biccles 2 and 7 of Nickerson's Subdivision ownship 38 North, Range 13, lying East of the Third Prin-
Permanent Tax Index No. Lot 33	- 19-06-202-043-0000 & Tot 32 - 19-06-202-044-0000
TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and port is thereof for so long and during all such times as First Party, its successors or asigns may be entitled thereto (which are pledged primarily and on a parity with said real extate and not secondarily), and an opparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including twithout restricting the foregoing), screens, window shades, storm doors and windows, floor orverings, mador beds, awnings, stores and water heaters. A lost if a gening are declared to be a part of said real extate whether physically attached therefore on not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by ever. Party or its successors or assigns shall be considered as constituting part of the real extate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, torever, for the purposes, and upon the uses and trusts begins or the interpretation of the real extate. It is further understand a foresaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (a) promptly repair, restore or choice in improvements now or hereafter on the premises which may become damaged or destribuyed, (b) keeps and premises in good condition and repair, without waste, and one room mechanic's or other intension of the noil expressly subordinated to the fine hereof, sterile pay when due any indebtedness in good condition and repair, without waste, and one room mechanic's or other lines or claims for lien noil expressly subordinated to the fine hereof, sterile pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, sterile pay when due any indebtedness which may be secured by a lien or charge on the p	
MAIL TO: WHIS DOCUMENT PR	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
Commercial National Ban	k of Berwyn DESCRIBED PROPERTY HERE
3322 Ook Pork Ave.	

Berwyn, IL 60402

PLACE IN RECORDER'S OFFICE BOX NUMBER _

on prior encumbrances, if any, and purchase, is this comprome cois mean to then or offer one then or the or of aim therefore recem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All loweys, undor any of the purpose he time of all expension and do too the fine connection therewith, including attorneys fees, and any other moreys advanced by Tribate or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become intimediately due and physible without notice and with interest thereon at the rate. seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

- 2. The Trustee or the holders of note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal in interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expense vidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon as the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced. or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or evidenced by the note, with intere-assigns, as their rights may appear
- 6. Upon, or at any time after the filing of a ball to foreclose this trust deed, the court in which such ball is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indeptedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver include the rots, issues and profits of said permises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of reduction, whether there he redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be recessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in parts of (as) The indebtedness secured hereby, or b, an, decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made or a 'x foreclosure sale, (b) the deficiency in case of a sale and deficiency.
 - 7. Trustee or the holders of the raile of all have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
- B. Trustee has no duty to examine the cite location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall use the colligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given
- 9. Trustee shall release this trust deed and the lier "faceof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release bettern to and as the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which represents on Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an idea of the successor trustee in the successor trustee, such successor trustee may accept as the note herein described any note which bears an idea of the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may wilet, is the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by if a person is herein designated as makers thereof.
- 10. Trustee may resign by instrument in writing filed in the office. The Coorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county is which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any in the country of successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - 11. The word "note" when used in this instrument shall be construed to ner ("notes" when more than one note is used.

However, if all or any part of the property is sold or transferred without Lender's prior written consent, Lender may declare the entire loan balance to be immediately due and payable, and after 30 days Borrowers can become liable for expenses of foreclosure including court costs and reasonable attorney's 1948

THIS TRUST DEED is executed by the COMMERCIAL NATIONAL BANK of BERWYN, not personally but to 7 us see as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMERCIAL NATIONAL BANK of BERWYN, hereby various that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed to the first party or on said COMMERCIAL NATIONAL BANK of BERWYN personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any overnant either express or implied herein contained, all such liability, if any, being expressly valved by Trustee and by every prison now or hereafter claiming any sight or security hereunder, and that so far as the First Party and its successors and said COMMERCIAL NATIONAL BANK of BERWYN personal y we concerned, the togat holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if say.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK of BERWYN, not personally but as Trustee as aforesaid, has caused by se presents to be signed by its Vice-sident, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

COMMERCIAL NATIONAL BANK of BERWYN, As Trucice as aforesaid and not personally, Ву Vige-President

Secretary Attest

STATE OF ILLINOIS (

OFFICIAL SEAL AMITA STROYECK POTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6:23-91 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Secretary of the COMMERCIAL NATIONAL BANK of BERWYN, Grantor, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this dry in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary them and there acknowledged that said Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth. therein set forth.

Given under my hand and Notarial Septimis 29th day of September . 19.87 ... Notary Scal

IMPORTANT

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

The instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _

TRUSTEE