## UNOFFICIAL COPY 12 9

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		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 850713 Commercial National Ban an Illinois corporation herein referred to a THAT, WHEREAS First Party has concu	k of Berwyn, a National Banking Corporation
	and delivered, in and by which said Note the Trust Agreement and hereinafter specification Date of Disbursement 10.25 per cent per annum becomes	RER Commercial National Bank of Berwyn the First Party promises to pay out of that portion of the trust estate subject to said tally described, the said principal sum and interest from the balance of principal remaining from time to time unpaid at the rate of the control of t
ı	ל עידו מוויי אומ	DUE: JULY 15, 1987.
	<u>КТХХХХХХХХ</u> (Х. ХЯНКИВ ХИНИИВИНИВ	<mark>aldrik diene diene eine eine gebere kerene kontentene der der der der der der der der der de</mark>
	им хинк били кразунизаткогори, м. 17. ублини к	<del>xxxxxxx</del> xxxxxxxxxxxxxxxxxxxxxxxxxxxxx
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	on account of the indebtedness evidenced by said note to be first applied to interest emainder to principal; provided that the principal of each instalment unless paid
	when due shall bear interest at the rate of	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	m any in Berwyn name 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 resuccessors and assigns, the following described Real Estate situates COUN  Lot 2 in Ethan Allen Terrace, be Block 5, Lots 1 and 2 in Block  Dinton being a Subdivision of	in said municipality, estaid principal sum of money and said interest in accordance with the terms, provisions and illimitations of this trust deed and esceipt whereof is hereby acknowledged, does by these presents grant, remise, release, after and convey unto the Trustee, its te, tying and being in the Cool AND STATE OF ILLINOIS, to with the end of a Resubdivision of Lot 2 in Block 4, Lots 1 and 2 in 6, and Lot 1 in Block 7 in Miners Addition to the Town of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Range 11, East of the Third Principal Meridian in Cook
	County, Illinois	ODB COUNTY CONT.
	Permanent Index #03-30-418-051	1987 JAN 26 AN 10: 41 870481294
	First Party, its successors or assigns may be entitled thereto (which hereafter therein or thereon used to supply heat, gas, air condition restricting the foregoingly, screens, window shades, stand doors as said real estate whether physically attached thereto or not, and it is a shall be considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the said Trus IT IS FURTHER UNDERSTOOD AND AGREED THAT:  I. Until the indebtedness aforesaid shall be fully paid, and improvements now or hereafter on the premises which may become liens or claims for lien not expressly subordinated to the lien hereo upon request exhibit satisfactory evidence of the discharge of such time in process of erection upon said premises; (e) comply with all alterations in said premises except as required by faw or nunicipal sewer service charges, and other charges against the premises whe protest, in the manner provided by statute, any last or assessment, insured against loss or damage by fire, lightning or windstort under the same or to pay in full the indebtedness secured hereby, all in or benefit of the holders of the note, such rights to be evidenced by the note, and in case of insurance about to expire, to delib	firstures, and appurtenances thereto belonging, and all rents, issues at dip of, is thereof for so fong and during all such times as are pledged primarily and on a parity with said real estate and not secondarity), and, oparatus, equipment or articles now or oning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without of without or different coverings, inador beds, awnings, stores and water heaters. A loft is foregoing are declared to be a part of agreed that all similar apparatus, equipment or articles hereafter placed in the premise, pv 2.15 Party or its successors or assigns tee, its successors and assigns, forever, for the purposes, and upon the uses and trusts be ein 2.1 forth.  In case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or boild any buildings or e damaged or desturyed; (b) keep said premises in good condition and repair, without waste, and it entered to the failure of pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and approximate pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and approximate or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material ordinances (g) pay before any penalty attaches all general taxes, and pay special asses, special assessments, water charges, in due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under which First Party may desire to context; (i) keep all buildings and improvements now or hereafter situated on said permises repolitively providing for payments by the insurance politices payable, in case of loss or damage, to Trustee for the extraordal politices for the holders o
	MAIL TO: THIS DOCUMENT P	REPARED BY: Roger C. Forcash, Senior Vice President

XX MAIL TO	THIS	DOCUMENT	PREPAI	RED BY: Roger	C. Forcash	, Se	nior V	ice Presi	dent	bs
	ommercial Na 322 S. Oak P	ark Ave		of Berwyn	ſ	INSE	RT STR	DER'S IND EET ADDR PROPERT	ESS O	F ABOVE
Berwyn, Il. 60402			1 .	355	355 W. Miner St.					
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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 expent evidence, 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. Tomens 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 bidders 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 at 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 probate and bunkruptcy proceedings, to which either of them shall be a parry, 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 suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced.

Some of the feed of the foreclosure thereof is a measure of the annument of the foreclosure thereof, 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: First, 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 assigns, as their rights may appear.

assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 indebtedness secured hereby, and "ithout 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 a homestead or not and the Trustee hereunder may be appointed as a homestead or not and the Trustee hereunder may be appointed as a furning the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redem, it.o. hether 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 etc. issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management any operation of the premises during the white 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 part of: (a) The indebtedness secured hereby, or by a yell-ore 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 price. On closure cale, (b) the delicency in case of a sale and deficiency.

7. Trustee or the holders of the notal hard have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the ut c. to tation, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, not shall Truster to obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its or to 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 lien the cof 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 hereof to and at the course 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 represent stor 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 identification number purporting to be placed thereon by a prior trustee thereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person-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 the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the election of the ele

11. The word "note" when used in this instrument shall be construed to mean next 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 fees.

THIS TRUST DEED is executed by the COMMERCIAL NATIONAL BANK of BERWYN, not personally but as 1° stee as aforesaid in the exercise of the power and authority conferred upon and yested in it as such Trustee (and said COMMERCIAL NATIONAL BANK of BERWYN, hereby w urt. at 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 or cre', ing any liability on the said First Party or on said COMMERCIAL NATIONAL BANK of BERWYN personally to pay the said note or any interest that may accrue thereon, or ..., included the contained and is successors and said companies of the said provided by Trustee and by every prison now or hereafter claiming any right or security hereunder, and that so far as the First Party and dis successors and said COMMERCIAL NATIONAL BANK of BERWYN personall are concerned, the legal 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 ar ment 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 any.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK of BERWYN, not personally but as Trustee as aforesaid, has caus d three cessents to be signed by its Vice-President, 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 To	vice as aforesaid and
not personally,	<b>う</b>	· C
By thurs	Park	Vice-President
Allest Mager & ever		as Secretary
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STATE OF ILLINOIS {

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 me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this day 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 then 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.

Given under my hand and Notarial Scal this	16th day of	January	19 <u>87</u>
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## 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