

# UNOFFICIAL COP22038

|  | THE ABOVE SPACE FOR RECORDERS USE ONLY   |
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| Deed or Deeds in trust duly recorded and and known as Trust Number 820165 Commercial National Bank of Boun Illinois corporation herein referred to THAT, WHEREAS First Party has concerned.  | Fobruary 3, 1987, between COMMERCIAL NATIONAL ational banking association, not personally but as Trustee under the provisions of a delivered to said Bank in pursuance of a Trust Agreement dated 4/29/82, herein referred to as "First Party," and trust on a National Banking Corporation as TRUSTHE, witnesseth: single payment arrently herewith executed an an analyses of the content o |
| made payable to THE ORDER OF BEST  | NYNK Commercial National Bank of Berwyn  |
| and delivered, in and by which said Note th  | te First Party promises to pay out of that portion of the trust estate subject to said ally described, the said principal sum and interest from  |
| Date of disbursement 9.90 per cent per unnum modern in one payment 181 days from c   | on the balance of principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining principal remaining from time to time unpaid at the rate of ambusing principal remaining from time to time unpaid at the rate of ambusing principal remaining principal remaining from time to time unpaid at the rate of ambusing principal remaining princi |
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| <b>Микалы</b> балы рауги каккоб ро, то фуканскі н  |  |
| xxxxxxxxxxxxxxxxx All such payments on the unpaid principal balance and the re-  | on account of the indebtedness evidenced by said note to be first applied to interest imminder 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   |
| when due shall bear interest at the rate of  | 20.00 percent per unnum, and all of said principal and interest being made   |
| when due shall bear interest at the rate of payable at such banking house or trust co Illinois, as the holders of the note may, from   | 20.00 percent per unnum, and all of said principal and interest being made mr any in Barwyn at the to time, in writing appoint, and in the absence of such appointment, then at  |
| when due shall bear interest at the rate of payable at such banking house or trust co Illinois, as the holders of the note may, from   | 20.00 percent per unnum, and all of said principal and interest being made mr any in Berwyn at time to time, in writing appoint, and in the absence of such appointment, then all Bank of Berwyn   |
| when due shall bear interest at the rate of payable at such banking house or trust co illinois, as the holders of the note may, from the Office of Commercial National NOW, THEREFORE, First Party to secure the payment of the  | 20.00. percent per annum, and all of said principal and interest being made on any in. Barwyn in time to time, in writing appoint, and in the absence of such appointment, then at Bark of Barwyn in said municipality, resaid principal sum of many and said interest in accordance with the terms, provisions and limitations of this trust deed, and  |
| when due shall bear interest at the rate of payable at such banking house or trust collinois, as the holders of the note may, from the Office of Commercial National NOW, THEREFORE, First Party to secure the payment of the successors and swight, the following described Real Estate situations.   | mr any in Barwyn  In time to time, in writing appoint, and in the absence of such appointment, then at  Barwyn  in said municipality,  besald principal sum of mor coans and interest in accordance with the terms, provisions and limitations of this trust deed, and evelop whereof is bereby connected, does by these presents grant, remise, release; allen and convey unto the Trustee, in  |
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said real estate whether physically attached therefore mit, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premiser, y' are many or its successory or analysis shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts or in my forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

IT IS FURTHER UNDERSTOOD AND AGRIED THAT:

1. Until the indebtedness aforesaid shalf be fully pald, and in case of the failure of Pirst Party, its successors or assigns to: (a) promptly repair, restore of holid any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and the commerciance's or other liens or claims for lien not expressly subordinated to the lien bereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien bereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (d) complete within a reasonable time any buildings now or at any time in process of crection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises accept as required by faw or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges search to charges against the premises when the, and upon tritten request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises instead against loss or damage by fire, lightning or windstorm under prolices providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full by indebtedness secured hereby; all In companies under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full) the indebtedness secured hereby; all In companies under policies or

| but need not, make any payment or perform any act hereinbefore set forth in any form and manner themselvemed expedient, and may, but need not, make full or partial payments of principal or interest |   |  |  |
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| ххх   | MAIL TO: THIS DOCUMENT PREPARED BY: Thomas R. Pavilonis, Vice-Fresident   |  |  |
|   | Commercial National Bank of Berwyn 3322 S. Oak Park Ave. Berwyn, IL 60402  FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE |  |  |
|   | Attn: Thomas R. Pavilonis   |  |  |
| Ш   | PLACE IN RECORDER'S OFFICE BOX NUMBER   |  |  |
|   |   |  |  |

on price encumbrances, if any, and purchase dismage, in negative et setti any is an of one pint i en or utilior could be con, or redeem from any tax sale or forfesture affecting said premises or contest any tax or assessment. All moneys publication, of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attempts fees, and any other moneys advanced by Trustee 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 immediately due and payable without nutice and with interest thereon at the rise of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right account to them on account of any of the provisions of this paragraphs

- 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 ben or utile 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, not withwarding anything in the or course opinion is an insucrated in the content of the insucration or anigns, an impaid informations occurred by this trust occurred by this trust occurred by interest on the content of the fitted of the case of default in making payment of any installment of principal or interest on the note, or this title event of the failure of Pirit Party is its successors in assigns to do any of the things specifically set firth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the oxplishion 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 intercribe the little hereof, in any stat to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree (or sale all expenditures and expenses which may be paid or included as mediated as to them to five attorneys (sees, impraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs twhich may be estimated as to them to be expended after entry of the decree) of proximing all such abstracts of title, title searches and examinations, title policies. Torrens certificates, and similar data and anumanes with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to generous such sout or to exidence to bidders at any sale which may be had purposants 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 in the rate of seven per cent per announ, when paid or incurred by Trustee or holders of the note in connection with fall any proceeding, including probate and bankruptery proceedings, to which either of them shall be a party, either as plantiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; in (b) preparations for the commencement of any soil for the functionarchered after accoult of such right to functions whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.

  5. The reasonal of any threatened suit or proceeding which might affect the quantitated and anoliced in the following nodes of one or or account of all conts and expenses made to the forechou
- 5. The proceeds of any fireclosure sale of the premises shall be distributed and applied in the following index of principal Parts, on account of all costs and expenses incident to the following proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other terms which under the terms hereof constitute secured indexidences 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 Party, its legal representatives or assigns, as their rights may appear.
- assignt, as their rights may appear.

  6. Upon, or at any time after the filing of a full to furctiose this trust deed, the count in which such bill is filed may appears a receiver of said premises. Such appointment may be made either teefore 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) an "without regard to the them value of the persons 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? All hive power to collect the tents, issues and profits of said premises during the pendency of such functionare out and, in case of a sale and a deficiency, during the full statutory period of redesiption, whether their be redemption or not, as well as ouring any further times when First Pary, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rich, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession. Che count from time to time may authorize the receiver to apply the next income in his hands in payment in whole or in part of (all the indebteriness secured hereby, or by any lecree 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 decrees.

  7.1 \*\*Entre or the healther of the power of the history of which is able to decrees, and access thereto shall be received for that numbers. 78 HVT S
  - 7. Trustee or the holders of the rise of its bave the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- H. Trustee has no duly to examine the (tic. ocation, existence or condition of the permiss), 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 or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity obligated by the identity in its first large for increasing and it is capacity obligated by the identity in its first large for its increasing in exercising any power herein given.
- 9. Trustee shall release this trust deed and the lim mercof 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 thereof to and at "concest of preparation of satisfactory evidence may at concentrative control to the control of the control
- 10. Trustee may resign by instrument in writing filed in the office of one see order 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 cross type of the resignation, 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 Truste or 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 note," notes" when more than one note is used.

HAR--5-87 871220056 4 A

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

COMMERCIAL TOTAL SECRETARY OF THE SECRETARY OF THE

not personally.

Ву Vice-President Secretary

Ailest.

STATE OF ILLINOIS COUNTY OF COOK

1.18 M.

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 cuprorate 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 Northrial Seal this 3rd February 2dy of \_ Notany Seal

### 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

## INOFFICIAL COPY

87122038

87122038

and recorded in the Office of the Recorder of Cook County, Illinois, as Document 21,361,283, Unit number 21-G as delineated on survey plat of Lot 14 (except the South 5 feet thereof) to Declaration of Condominity gade by American National Bank and Trust Company of Chicago, and all of Lots 15, 16, 17, 18 and 19 and the South 20 feet of Lot 20 in Porter Palmer's Resubdivision of Lots 1 to 22, inclusive in Block 4 of Catholic Bishop of Chicago's Lake (excepting from said Parcel all the property and space comprising all of the Units thereoff Shore Drive Addition to Chicago, being a Subdivision of the North 18.53 chains of fracta national banking association, not personally, but a Trustee, under Trust Number 29440, as defined as set forth in said Declaration of Condominium and Amendment to said Declarional Section 3, Township 39 North, Range 14, East of the Dird Principal Meridian, in Cook County, Illinois, (called "Parcel"), which Survey olat is attached as Exhibit "A" and Amendment to said Declaration recorded as Doc ment 21,531,776 and re-recorded as Document 21,981,042, together with an undivided .. to per cent interest in said Parcel C/C/T/S OFFICE

### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office