

C&J 52448

TRUST DEED OFFICIAL COPY 2 87206128

THE ABOVE SPACE FOR RECORDERS USE ONLY

	THE ABOVE	SPACE FOR RECORDERS USE ONE I	
THIS INDENTURE, Made	April 17	19 87 , between CARY-WHEATON BANK	MXXX
BANKSKINEROWYSKXWIKK YA, Illinois, a n	ational banking association,	not personally but as Trustee under the provision	ns of a
Deed or Deeds in trust duly recorded and and known as Trust Number 3805		rsuance of a Trust Agreement dated 9/21/3 d to as "First Party," and	//
COMMERCIAL NATIONAL BANK OF BEI			
an Illinois corporation herein referred to	as TRUSTEE, witnesseth:		
		in instalment note bearing even date herewith	
Principal Sum of Two Hundred eigh	ity thousand and no/10	00ths (\$280,000.00) Do	oliars,
made payable to THE ORDER OF BEZ	ARER COMMERCIAL NATION	NAL BANK OF BERWYN	
and delivered, in and by which said Note to	he First Party promises to pay	y out of that portion of the trust estate subject t	o said
Trust Agreement and hereinafter specific			
disbursement xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		al remaining from time to time unpaid michigan	at g x of
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		<u>(KXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u>	
HIGHEROPHINEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	CKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK	augustanasanasanasanasanasanasanasana	XXXX
Belleten Kritisten der Belleten	ACOLOR SALLOCK XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<u> </u>	XXXXX
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xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	on account of the indebtednes	s evidenced by said note to be first applied to in	terest
		led that the principal of each instalment unless	
when due shall bear interest at the rate of	percent per annu	m, and all of said principal and interest being	made
payable at such banking house or trust co	ompany in Berwyn		
Illinois, as the holders of the note may, fro	m lime to time, in writing app	oint, and in the absence of such appointment, the	hen at
the Office of Commercial Nation	al Bank of Berwyn		
the Office of Commercial Macion	ar bank or berwyn		1
MANUS THE DECIDE Englished as secretar the designant of	has not prove that also of my set and a sist inter	in said municip est in accordance with the terms, provisions and limitations of this trust of	
also in consideration of the sum of One Dollar in hand paid, the	receipt whereof is hereby acknowledged, disc	is by these presents grant, remise; release; after and convey unto the Tre	usieo. Ha
nuccessors and assigns, the following described Real fistate situations: (COD)	NTY OF Cook	AND STATE OF ILLINOIS, is will	\$ 19740
Permanents Ruces Tax Tool 1000 16-	روم الم 124-001 عمل 31-124		7
6	- Sau A		Ĭ,
TO BU CB/06/50 ISSO NHALL TETTE		87206128	***
DEPT-01 RECORDING		teath parker of the season	1137.87
which, with the property hereinalter described, as referred to be		1.0	Ç
First Party, its successors or assisting may be entitled thereto (which hereafter therein or thereon used to supply lead, gay, air conditiestricting the foregoing), screens, window shades, storm dones said real estate whether physically attached thereto or not, and it is	h are picuyed primarily and un a parity with sa uning, water, light, power, refrigeration (w ind windows, flins coverings, inador beds, a	ig, and all rents, issues and or, fits thereof, for no long and during all such ud real evate and not secondarily), \(\tilde{\omega} \sigma^2\) appearates, equipment or article hetcher single note or sentially controlled, and ventilation, including wrings, source and water heaters; \(\tilde{\omega}\) of \(\theta^2\) \tilde{\omega}\) pergoing are declared to be a micros hereafter placed in the promises \(\theta^2\). All Party option is expension of	withhore
shall be considered as constituting part of the real interes. TO HAVE AND TO HOLD the premises unto the said. Fru	stee, its successors and assigns, forever, for	the purposes, and upon the uses and trusts be an set forth	
IT IS FURTHER UNDERSTOOD AND AGREED THAT	ton your of the failure of first Park, at as	occessors or assigns to (a) promptly repair, rest re o rebuild any but	diaus ne
improvements now or hereafter on the premises which may become	se damaged or destroyed; (b) keep said preinis	ies in good condition and repair, without watte, and tiee from mechanic's	or other
upon request exhibit satisfactory evidence of the discharge of sucl	n prior lien to Trustee or to holders of the not	may be secured by a lien or charge on the premises superior to the lien be, es, (d) complete within a reasonable time any building or buildings now.	Uratan)
alterations in said members except as required by law or municip	al ordinance, (x) has before any penalty attac	s with respect to the premises and the use thereof; (f) refrain from making hes all general faxes, and pay special taxes, special assessments, water	charges.
cower service charges, and other charges against the premises wh	en due, and upon written request, to famish t	o Trustee or to holders of the note duplicate receipts therefor, (h) pay in f keep all buildings and improvements now or hereafter situated on said	uii under
insured against loss or damage by fire, lightning or windstorm and	er policies providing for payment by the trisur	ance companies of moneys sufficient either to pay the cost of replacing or ne, under mutrance policies payable, in case of loss or damage, to Trust	Suumdau
benefit of the holders of the note, such rights to be evidenced by the	e standard mortgage clause to be attached to a	ach policy; and to deliver bij policies, including additional and renewal po	hetes, sq
holders of the note, and in case of insurance about to expire, to deli- but noed not, make any payment or perform any act hereinbefore s	et forth in any form and manner deemed expe	or to the respective dates of expiration; then Trustee or the holders of the n them, and may, but need not, make full or partial payments of principal o	Cinterest
	Commercial	National Bank of Berwyn thwick, V.P. kz	
MAIL TO: THIS DOCUMENT	PREPARED BY:	FOR RECORDER'S INDEX PURPO	SES
The state of the s	neal of noware	INSERT STREET ADDRESS OF AB	OVE
Commercial National	Dank of Berwau		
		DESCRIBED PROPERTY HERE	
3322 So. Oak Park Av		6958 Windsor Avenue	
3322 So. Oak Park Av			
3322 So. Oak Park Av Berwyn, IL 60402	enue	6958 Windsor Avenue	
3322 So. Oak Park Av	enue	6958 Windsor Avenue	

on prior encumbrances, if any, and purchase. Isshifty this of joints of sentences tall bin or off riplor bin or utle or claim thereoff or i decorfrom any tax sale or forferiore affecting said premises or contest any tax or assessment. All mone is adult a toy of the purpoles her insultions of media expenses, adopt curred in connect in therewith, including attorneys' fees, and any other moneys advanted by Trustee or the holders or the note to protect the mortgaged premises and the line word, plots assessed a 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 notice and with interest thereon at the rate 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 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 bift, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such hill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax here 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 details in making payment of any instalment of principal or interest on the note, or this 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 expert 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. Torreis 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 evidence to bidders at any sade which may be had pursuant to such decree the true condition of the title to or the value of the primises. 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 tent per rannum, when paid or incurred by Trustee or holders of the note in connection with (a) any recognition including nethods and hand notices on such before the subtractions and their as industrict claimant or defendant, by reason of this trust deed or as a substitutional has not a substitution and the foreign as the foreign as indistrictions. proceeding, including probate and bankrupt() proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or ary indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for
- 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 fore, to-dictionally proceedings, including all such items as are mentioned in the preceding paragraph herent, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as never provided; third, all principal and interest remaining inpaid on the note, fourth, any overplus to first Party, its legal representatives of assigns, as their representatives are remaining in part of the note.
- assigns, as their ligins may appear.

 6. Upon, or all any time after the filing of a hill 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 jale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, it any, hable for the payment of the indebtedfless secured hereby, and without regard to the then value of the premises on whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall be power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a definiency during the full statisticity period of redemp into which there he redemption or not, as well as during any further times when hirst Parry, its successors or assigns, except to the intersentation of such receiver would be entitled to collect such tools, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the index on payment in whole or in part of our The indebtedness secured hereby, or by an index per of the period of such decrease, provided such application is made print in the rotal flustic the right to inspect the noticinal base the right to the noticinal base the right to the not
 - 7. Trustee or the holders of the note, all have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
- 8. Trustee has no duly to examine the riti. to ation, existence or condition of the premises, or to incorrent of the validity of the signatures or the identity, capacity, or authority of the signatures on the nite or trust deed, not shall I wis else holigated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor the faable (or any acts or omissions hereunder, except in case of 10,000 gross negligence or inisconduct 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 liv or ... by proper instrument upon presentation of varisfactory 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 request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the noise, representing that all indebtedness hereby secured has been paid, which represent also. Trustee may accept as time without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the noise herein described any noise which bears an idea with successor trustee in the noise and which purports to be executed by the persons herein described as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the noise described herein, it may accept as the noise herein described as makers thereof.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder 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 count in thich 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 Trust. Trustee and any Trustee.
 - 11. The word "note" when used in this instrument shall be construed to m. an "nries" when more than one note is used.
- 12. HOWEVER, IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY DECLARE TIE ENTIRE LOAN BALANCE TO BE IMMEDIATELY DUE AND PAYABLE AND AFTER 30 DAYS BORROWERS CAN BECOME LIABLE FOR EXPENSES OF FORE-CLOSURE INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.
- 13. BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CPARGE OF 5% OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 10 DAYS AFTER THE INSTALLMENT IS DUE.

GARY—WHEATON BANK

FHIS TRUST DEED is executed by the CONSESSION SECTION OF TRUST DEED is executed by the CONSESSION SECTION OF TRUST DEED is executed by the CONSESSION SECTION OF TRUST DEED in executed by the CONSESSION SECTION OF TRUST DEED in the such Trustee (and said CONSESSION SECTION OF TRUST ON THE IT possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waved by Trustee and by ever, g most now or hereafter claiming any right or security and that so far as the First Party and its successors and said content of the lieu transfer of the indebtedness accruing hereunder, and that so far as the First Party and its successors and said content of the lieu transfer of the indebtedness accruing hereunder that lipot note to remain the responsibility to the prefer content of the lieu. Becunder, and that so far as the First Party and its successors and said CONDERSON WARDONER RECOVER CONTROL of the property of

not personally, Gary-Wheaton Bank ATUT # 3805 Enos Trust Officer *\788443564* By mot meren SOCK KORKK Attest. Ruth M. Bowen, Vice President

STATE OF ILLINOIS SS.

I, the understanded, a Notary Public in and for the County and State aforesaid, DO HERIEBY CERTIFY, that the 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 ECOMMENCIACHENCERCHENGERAMINGS. 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 affired 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 them for the said Secretary. therean set forth

Given under my hand and Notingal Seal this 15th day of April Kachle

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. 35

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

BY

-7

TRUSTEE

7 2 0 ó

180 successive monthly inbecame.

May

11 except the last of said installments of principal and said last installment to be the entire upparation of said last installment to be the entire upparation the principal balance from time to time outstanding at the control of the percent per annum initially and at a varying cate per annum thereafter percent per annum initially and at a varying cate per annum thereafter which shall be 2.00 percent per annum above the prime rate of this Lender and will fluctuate which shall be years with such rate until maturity of the final installment, and with control of the final installment at a rice three (3) percent per annum the said prime to the final finite from a change in the said prime to the final finite from a change in the said prime to the final shall be payable to the final finite from a change in the said prime to the final finite from a change in the said prime to the final finite from a change in the said prime to the final finite from a change in the said prime to the final finite from a change in the said prime to the final finite from a change in the said prime to the final finite finite from a change in the finite fini fees, costs and expenses incurred by Lender in the collection and enforcement of this the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' Clart's Office