

TRUST DEED

UNOFFICIAL COPY 8 7 2 9 3 7 3 3

87298733

THE ABOVE SPACE FOR RECORDERS USE ONLY.

THIS INDENTURE made on the 21st day of April, 1987, between First National Bank of Cicero, Cicero, Ill., a National Banking Association, and personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 4, 1966 and known as Trust Number 1725, herein referred to as "First Party," and

COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith with in the Principal Sum of Four hundred thousand and no/100ths. (\$400,000.00)----- Dollars,

made payable to BEARER 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 9.90 per cent per annum installmentment case

FOLLOW DUE & PAYABLE AS A SINGLE PAYMENT 360 DAYS AFTER DATE. INTEREST PAYABLE MONTHLY.

DOLLARS XXXXXXXXXXXXXXXX day of XXX

DOLLARS XXXXXXXXXXXXXXXX day of XXX

19 88 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of ten percent per annum as permitted by law, and all of said principal and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Commercial National Bank of Berwyn

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 20 in Oak Park Avenue and Twenty Second Street Subdivision of that part of Lot 3 in Partition of the West 51.49 acres of the West half of the North East quarter and the East 41 acres of the East half of the North West quarter of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian lying North of Riverside Parkway in Cook County, Illinois

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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.

DEPT-01 RECORDING \$12.25 #1111 TRAN 0507 06/03/87 09:05:00 #2154 # A \*--87-298733 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, 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 (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns 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 herein set forth.

NAME Roger C. Forcash, Sr. V.P. Commercial National Bank of Berwyn STREET 3322 S. Oak Park Ave. CITY Berwyn, Il. 60402 RECORDER'S OFFICE BOX NUMBER 1225

ADDRESS OF PROPERTY: 6847 W. Cermak Rd. Berwyn, Il. 60402



87298733

DELIVERY

"OFFICIAL SEAL"

Barbara McCord

Notary Public, State of Illinois

My Commission Expires 10/25/90

Notary Public

Given under my hand and Notarial Seal this 11th day of May 1987

Nancy Tomisek, Glenn J. Richter, Barbara McCord. Vice-President, Assistant Secretary. COUNTY OF COOK STATE OF ILLINOIS

By: [Signature] First National Bank of Chicago, Trustee as aforesaid and not personally. TR. 1725

Without the prior written consent of the holder or holders of the note secured hereby... 11. Without the prior written consent of the holder or holders of the note secured hereby...

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the County in which the premises are situated... 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the County in which the premises are situated...

9. Trustee shall release this Trust deed and the instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust deed has been fully paid... 9. Trustee shall release this Trust deed and the instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust deed has been fully paid...

8. Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this Trust deed or to execute any power thereunder... 8. Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this Trust deed or to execute any power thereunder...

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

6. Upon, or at any time after, the filing of a bill to foreclose this Trust deed, without notice, without regard to the priority of mortgages, such appointment may be made... 6. Upon, or at any time after, the filing of a bill to foreclose this Trust deed, without notice, without regard to the priority of mortgages, such appointment may be made...

5. The proceeds of foreclosure, including all such items as are mentioned in the preceding paragraph hereof, shall be distributed and applied in the following order of priority... 5. The proceeds of foreclosure, including all such items as are mentioned in the preceding paragraph hereof, shall be distributed and applied in the following order of priority...

4. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof... 4. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof...

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust deed shall, notwithstanding... 3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust deed shall, notwithstanding...

2. The Trustee or the holder of the note hereby secured hereby securing any payment hereof shall be deemed to have agreed to accept, in full satisfaction of any bill, statement... 2. The Trustee or the holder of the note hereby secured hereby securing any payment hereof shall be deemed to have agreed to accept, in full satisfaction of any bill, statement...

1. Until the indebtedness foreclosed shall be fully paid, and in the event of the failure of First Party to comply with any of its obligations or to comply with any of its obligations... 1. Until the indebtedness foreclosed shall be fully paid, and in the event of the failure of First Party to comply with any of its obligations or to comply with any of its obligations...

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