

UNOFFICIAL COPY

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THIS INDENTURE, made this 12TH day of MAY 1988,

between JOHN J. WILLIAMS & CATHERINE E. WILLIAMS (HIS WIFE, JOINT TENANCY)

of the VILLAGE of MATTESON, County of COOK

and State of ILLINOIS, Mortgagor,

and COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION

of the CITY of BERWYN, County of COOK

and State of ILLINOIS, as Trustee,

WITNESSETH THAT WHEREAS, the said JOHN J. WILLIAMS & CATHERINE E. WILLIAMS

(HIS WIFE, JOINT TENANCY) justly indebted upon ONE /INSTALLMENT in

the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS & 00/100ths Dollars, due

AND PAYABLE AS FOLLOWS: \$136.43 DUE ON THE 17TH DAY OF OCTOBER, 1988  
\$136.43 DUE ON THE 17TH DAY OF EACH AND EVERY MONTH COMMENCING THERAFTER  
UNTIL SAID NOTES IS PAID IN FULL. THE FINAL INSTALLMENT OF \$ 136.43  
SHALL BE DUE AND PAYABLE ON THE 17TH DAY OF SEPTEMBER, 1995 IF NOT  
SOONER PAID.

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with interest at the rate of 13.00 per cent per annum, payable

all of said notes bearing even date herewith and being payable to the order of \_\_\_\_\_

COMMERCIAL NATIONAL BANK OF BERWYN

at the office of COMMERCIAL NATIONAL BANK OF BERWYN

or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing interest after maturity at the rate of ~~13.00~~ TWENTY per cent per annum.

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note... evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of COOK and State of ILLINOIS to wit:

LOT 3 IN MATTESON I.C. ESTATES A SUBDIVISION OF PART OF THE WEST  
1/2 OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 35 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF  
MATTESON IN COOK COUNTY, ILLINOIS.

P.I.N. # 31-26-211-012

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# Trust Deed

Insurance and Receiver

JOHN J. WILLIAMS & CATHERINE E. WILLIAMS

(HIS WIFE, JOINT TENANCY)

TO

COMMERCIAL NATIONAL BANK OF BERYVN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

3316 W 218TH PL

HAHTTESON, IL. 60443

MAIL TO:  
COMMERCIAL NATIONAL BANK OF BERYVN  
3322 S OAK PARK AVE  
BERYVN, IL. 60402

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Property of Cook County Clerk's Office

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Commission Expires \_\_\_\_\_

OFFICIAL SEAL  
JUDITH J. SMITH  
Notary Public, State of Illinois  
(Impress Seal when Expires 7/22/91)

*Judith J. Smith*  
Notary Public

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 1988

waiver of the right of homestead.

instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said

personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument.

(HIS WIFE, JOINT TENANCY)

State aforesaid, DO HEREBY CERTIFY that JOHN J. WILLIAMS & CATHERINE E. WILLIAMS

I, JUDITH J. SMITH, a Notary Public in and for said County, in the

STATE OF Illinois  
COUNTY OF Cook

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or removal from said COOK County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then CHICAGO TITLE INSURANCE COMPANY hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

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WITNESS the hand and seal of the Mortgagor, the day and year first above written

THIS INSTRUMENT WAS PREPARED BY:

COMMERCIAL NATIONAL BANK OF PEORIA  
PEORIA, ILLINOIS

JAMES A. CAIRO

[Signature] (SEAL)

[Signature] (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

The note or notes mentioned in the within trust deed have been

identified herewith under Identification No. \_\_\_\_\_

\_\_\_\_\_ Trustee

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements here-  
inbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's  
successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

of the legal holder of the note or notes herein described is protected by such policies.  
of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest  
all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner  
AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder,

all rents, issues and profits thereof.  
trust, to enter into and upon and take possession of said premises and to let the same and receive and collect  
income and rents of said premises, and if thereupon shall be lawful for the trustee or the trustee's successors in  
and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession,  
In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants

proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.  
paid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid, the surplus of the  
trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining un-  
successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this  
and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's  
including advertising, sale and conveyance, attorneys, stenographers and trustees, for audits for documentary evi-  
may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit,  
ments and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that  
deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disburse-  
ness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust  
shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be paid, such additional indebted-  
procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree,  
plaintiff, including reasonable attorneys' fees, outlays for documents and evidence, stenographers' charges, costs of  
instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the  
from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be  
the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same  
to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect  
plaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver  
trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a com-  
days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the  
shall at once become due and payable; such debt or being made at any time after the expiration of said thirty (30)  
of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon  
such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election  
note or notes secured hereby, or in case of default in the payment of any of the installments of interest thereon, and  
In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any

sums as aforesaid.  
trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such  
so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said  
ceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become  
said premises or in any manner protect the title or estate hereby conveyed, or expanded in or about any suit or pro-  
said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon  
and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of  
or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same,  
trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee  
such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with  
able value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause  
trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insur-  
any time be situated upon said premises insured in a company or companies to be approved by the trustee and the  
hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at  
when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security  
no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and  
become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer  
herein and in said notes provided, to pay all taxes and assessments levied on said premises as and when the same shall  
And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as

purposes, and upon the trusts herein set forth.  
AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and  
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE  
land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing  
apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said  
profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting  
Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and

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