## UNOFFICIAL COPY

88267276

	THE ABOVE SPACE FOR RECORDERS USE UNLY
Deed or Deeds in trust duly recorded and and known as Trust Number 880250	BANK OF BERWYN, A National Banking Corporation
THAT, WHEREAS First Party has conce	urrently herewith executed an instalment note bearing even date herewith in the ve thousand and no/100ths. (\$305,000.00) Dollars.
and delivered, in and by which said Note the Trust Agreement and bereinafter specifies Date of Disbursement	the Commercial National Bank of Berwyn he 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 on the balance of principal remaining from time to time unpaid at the rate of alments (including principal and interest) as follows:
DUE & PAYABIA IS A SINGLE PYMI	T. 180 DAYS AFTER DATE. INTEREST PAYABLE QUARTERLY Deltaran
KKKAHKAMAKKKKKKKKKKKKAKAMAKAKA	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Richarsen nune xunthun (x) xxxxxxxxdu	тровки хаарский в казаюнным й инместавний кххххххххххххххххххххххххин йн на
that the final payment of principal and int	terest, if not sooner paid, shall be due on the and day of
<u>December</u> , 19 <u>88</u> 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 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 may in Borwyn m time, in writing appoint, and in the absence of such appointment, then at
the Office of Commercial Nationa	1 Bank of Berwyn
NOW, THERIFORE, First Party to secure the prement of the also in consideration of the sum of One Bollar in hand paid, the resuccessors and assigns, the following described Real Estate situal COUN Lot 15 and Lot 16 in Block 8 if	and State Of Hilliands, to will be the First Addition to Walter G. McIntosh's Forest View
Court Partition of parts of Sec Third Principal Meridian and pa Third Principal Meridian, and p Third Principal Meridian, and p	f Lots 16, 17, 18, 13, 24, 25, 26 and 27, in the Circuit ctions 31 and 32, Township 39 North, Range 13 East of the art of Section 6, Township 38 North, Range 13 East of the part of Section 1, Township 38 North, Range 12 East of the part of the Northeast 1/4 of Section 12, Township 38 North, 2 accipal Meridian, in Cook County 14, 12, 1015 No. 15, 16, 16, 16, 16, 16, 16, 16, 16, 16, 16
Permanent Index # 19-06-311-015	19847 (D) X -88-261272 COUR COUNTY PRECIRER
First Party, its successors or assigns may be entitled thereto (which hereafter therein or thereon used to supply heat, gas, air condition restricting the foregoing), screens, window shades, storm doors an said real estate whether physically attached thereto or not, and it is a shall be considered as constituting part of the real estate.	fixtures, and apputtenances thereto belonging, and all rents, issues and goit, sithereof for so long and during all such times as are pledged primarily and on a parity with said real estate and not secondard, it and
IT IS FURTHER UNDERSTOOD AND AGREED THAT 1. Until the indehedness aforesaid shall be fully paid, and improvements now or hereafter on the premises which may become lieus or claims for hen not expressly subordinated to the lieu hereof upon request exhibit satisfactory evidence of the discharge of such intene in process of erection upon said premises; (e) comply with all ablerations in said premises except as required by law or municipal sewer service charges, and other charges against the premises when protest, in the manner provided by statute, any tax or assessment, instance against loss or darrage by fire, lightning or scinding under the same or to pay in full the indebtedness secured hereby, all in core hereby of the holders of the note, such rights to be evidenced by the holders of the note, and in case of insurance about to expire, to delive	in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore of rebuild any buildings or edunaged or destroyed; (b) keep said premises in goost condition and repair, without waste, and five from mechanic's or other f. (c) pay when due any indebtedness which may be secured by a lien or charge on the premise superior to the lien hereof, and prior lien to Trustee or to holders of the notes, (d) complete within a reasonable time any building or buildings now to at any requirements of law or truncipal ordinances with respect to the premises and the use thereof, (f) retains from making material continuoce, (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, older, 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 deduce to context. (i) keep all buildings and improvements now betweeter situated on said premises explicites providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing mpanies vatifaction; not be holders of the note, under insurance policies pushed, in case of loss or damage, to Trustee for the standard metagage clause to be attached to each policy; and to televier all policies, in clauding additional and renewal policies, to er renewal policies to the note may, if outh in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest
( <del></del>	n o n o o o o o o o o o o o o o o o o o
EXI MAIL TO: THIS EXOCUMENT PR	REPARED BY Roger C. Forcash, Senior Vice-President/bs
MAIL TO: THIS DOCUMENT PR  Commercial National 3322 S, Oak Park Av	Bank of Berwyn  FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
Commercial National	Bank of Berwyn  FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE

1200 MAIL on prior encumbrances, if any, and purch use, six hard, comparing or write are distingly and purch use of a firm and the properties of contest any tax or assessment. An moneys paid for any of the purposes better authorized and an expense yield or recurred in connection therewith, including attorneys' foes, and an 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 begins authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and psyable without notice and with interest thereon at the rib 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 paragraph.

- 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 hill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien 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 default in making payment of any instalment of principal or interest on the note, or (b) in the avent 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. time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration of otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall he 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, "prastee'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 entery of the decree) of proxing all such a batracts of title, title vearches and examinations, title policies. Torrent 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 protecute such suit or to evidence to hidders 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 expeditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with intervest thereon as the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with data any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, clasmant or defendant, by teason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure between or my there or not actually commenced; or (c) preparations for the defense of any threatend suit in proceedings which might affect the premises or the security hereof, whether or not actually commenced. the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 principles 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 Parry, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or at any time after the filing of a bill to foreclose this trost 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 volvency or insolvency at the time of application for such receiver, of the person or persons, if any, fiable for the payment of the indebtedness secured hereby, and without 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 such receiver. Such receiver no, have power to receive the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of rec? no, tio, whether 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 zots, 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 premates during the whole of said period. The count from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in fast from time to time may authorize the receivers to apply the net income in his hands in payment in whole or in fast of case for a sale and deficiency.

  7. Total as the holders of the control by the tent incomes the receivers and access themses shall be negative for that naturose.
  - 7. Trustee or the holders of the see sall have the right to inspect the premises at all reasonable times and access therein shall be permitted for that purpose.
- 8. Trustee has no duty to examine the rice location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall 3, when he 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 on omissions hereunder, except in care of it own 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 lie thereof 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 as the request 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 repretent ion Trustee may accept as the note herein described any note which bears an unit of the store may accept as the note herein described any note which purports to be executed by the persons herein described as produced the rote and which purports to be executed by the persons herein described any note which may be presented of the original trustee and it has never placed its identification number on the note described herein, it may a cept as the note 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 ( in persons herein designated as makers thereof.
- 10. Trustee may resign by instrument in writing filed in the office or the neconder 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 crimy in 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 year, ever 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 me in notes" 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 by the second of the power and authority conferred upon and vested in it as such Trustee (and said COMMERCIAL NATIONAL BANK of BERWYN, here). It is consistent in possesses full poper and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be contained that is contained that the said First Party or on said COMMERCIAL NATIONAL BANK of BERWYN personally to pay the said note or any interest that may account the express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any eight or security hereunder, and that so far as the First Party and its successors and said COMMERCIAL NATIONAL BANK of BERWYN person now or hereafter claiming any eight or security hereunder, and that so far as the First Party and its successors and said COMMERCIAL NATIONAL BANK of BERWYN person now or hereafter claiming any eight or security hereunder and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the or yment thereof, by the enforcement of the lien

ereby created, in the manner herein and in	said note provided or by action to enforce the personal limbility of the guarantor, it • )y.
	CIAL NATIONAL BANK of BERWYN, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice into affixed and attested by its Secretary, the day and year first above written.
	COMMERCIAL NATIONAL BANK of BERWYN, As Trustee as aforesaid and
	By Dantelland Vice-President
	Allesi Trulet Asset Secretary
TATE OF ILLINOIS SS.	b) 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 jo 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 them and there acknowledged that said Secretary as custodian of the

corporate scal of said Company, caused the corporate scal 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 Seal this .	6th.	June June	88
Barbarn			Notary 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.

JIATA

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

TRUSTEE