

88360358

THIS INDENTURE, made this 20th day of July 1988,

between David J. Shewmake married to Lorena A. Shewmake

of the Village of Chicago Ridge, 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 David J. Shewmake married to Lorena S. Shewmake

is justly indebted upon one principal note in the sum of One hundred twenty-five thousand & 00/100ths (\$125,000.00) Dollars, due and payable in a single payment two years from date. Due: July 20, 1990

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.

with interest at the rate of 10.50 per cent per annum, payable initially and at a varying rate per annum thereafter which shall be 1.00% per annum above the prime rate of this Lender and will fluctuate from day to day with such rate until maturity, and with interest after maturity at a rate two (2) per cent per annum above the rate which would have been in effect according to the terms of this note, until fully paid. Any change in the rate of interest payable on this Note resulting from a change in the said prime rate shall be effective upon the date of such change. All interest shall be paid monthly.

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 ~~seven~~ 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 1 in Graf's 109th Street & Massasoit Avenue Resubdivision of Lot 30 (except the S. 5.75 ft.) in Frank De Lugach's Parkside Manor being a Subdivision in the NE 1/4 of the SE 1/4 of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, IL.

Permanent Tax Index No. 24-17-413-021

10840 S. Massasoit, Chicago Ridge, IL 60415

THIS IS A JUNIOR TRUST DEED

88360358

UNOFFICIAL COPY

# Trust Deed

Insurance and Receiver

David J. Shewmake, married

to Lorena A. Shewmake  
TO

Commercial National Bank of Berwyn,

a National Banking Corporation

ADDRESS OF PROPERTY:

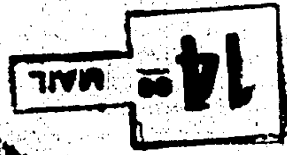
10940 S. Massasolet

Chicago Ridge, IL 60415



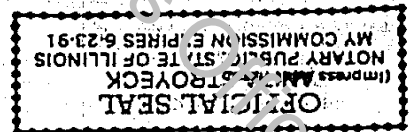
MAIL TO:

Commercial National Bank of Berwyn  
3322 Oak Park Ave.  
Berwyn, IL 60402



883-0358

DEPT-01 RECORDING \$14.25  
142222 TRN 3667 08/10/88 09:27:00  
\$2208 \* 188-3603558  
COOK COUNTY RECORDER



Given under my hand and notarial seal this 20th day of July 19 88  
*Antea Stroyeck*  
Notary Public

waiver of the right of homestead.  
instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and  
personally known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said

State aforesaid, DO HEREBY CERTIFY that David J. Shewmake married to Lorena A. Shewmake  
Antea Stroyeck a Notary Public in and for said County, in the

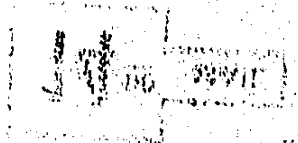
STATE OF Illinois }  
COUNTY OF Cook }  
ss.

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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 Ins. Co. 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.

Property of Cook County Clerk's Office



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

x David J. Sheymake (SEAL)  
David J. Sheymake

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

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

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

THIS INSTRUMENT WAS PREPARED BY:  
COMMERCIAL NATIONAL BANK OF BERWYN  
3322 SO. OAK PARK AVENUE  
BERWYN, ILLINOIS 60402

BY: James T. Sheehan, V.P.  
as

The note or notes mentioned in the within trust deed have been identified herewith under Identification No. \_\_\_\_\_

\_\_\_\_\_ Trustee



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

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

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said note or notes, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may, at once and without notice, appoint a receiver to take possession or charge of said premises, together with all hereditaments and rights of interest, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed, shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and attorney's fees incurred in behalf of the plaintiff, including reasonable attorneys' fees, costs of evidence, depositions, subpoenas, and other costs of the proceeding, shall be paid by the said Mortgagee, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the costs of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure, the trustee shall be paid first, all the cost of such suit, including advertising, sale and conveyance, attorneys' fees, disbursements, and trustee's costs, and all other moneys advanced by the trustee or the trustee's successors in trust, or the legal holder of said note or notes, or any of them, or any other person or persons authorized in this regard, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured, Fourth: All of said principal sum remaining unpaid. The surplus of the proceeds of sale shall then be paid to the Mortgagee or to his legal representatives or assigns on reasonable request. In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagee's part, the Mortgagee hereby waives all right, title and interest in the trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

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

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

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