

89047821

THIS INDENTURE, made this 26th day of January 19 89

between ROBERT MARSHALL

of the Village of Burr 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 Robert Marshall, is

justly indebted upon one installment

the sum of Forty thousand and no/100ths (\$40,000.00) Dollars, due together with interest on the principal balance from time to time unpaid at the initial rate of 13.00 percent per annum and at a varying rate per annum thereafter equal to 2-1/2 percentage points over the Prime Lending Rate of the Lender as set from time to time at the discretion of the Lender. Changes in the interest rate will be effective on the date of any change in the Lender's Prime Lending Rate and will be subject to the limitations, if any, set forth in the variable rate paragraph of the disclosure section above, which is incorporated herein by reference.

IN NO EVENT DURING THE TERM OF THIS AGREEMENT WILL THE INTEREST RATE EXCEED 30.00%.

This note is payable in monthly installments of principal and interest commencing February 26, 1989, and on the same day of each month thereafter until this note is paid in full, in the amount of \$1,073.45 each, except that the final installment shall not exceed the amount of all unpaid principal and accrued interest. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Lender in the collection and enforcement of this Note.

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.

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.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF 5% OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 10 DAYS AFTER THE INSTALLMENT IS DUE.

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 36 in A. E. Fossier & Co.'s Woodview Estates in the Northwest 1/4 of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent R.E. Tax I.D. No. 18-18-104-010

THIS IS NOT HOMESTEAD PROPERTY

89047821

UNOFFICIAL COPY

Trust Deed

Insurance and Receiver

Robert Marshall

TO

Commercial National Bank of Berwyn,

National Banking Corporation

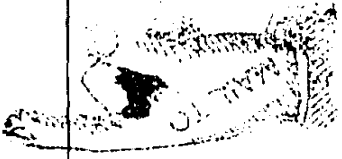
ADDRESS OF PROPERTY:

200 Woodview Road

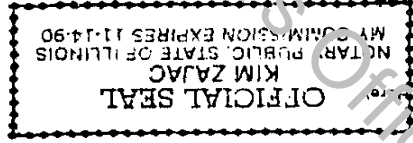
Burr Ridge, IL 60525

MAIL TO:

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



Property of Cook County Clerk's Office



Given under my hand and notarial seal this 26th day of January 19 89.

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
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said
personally known to me to be the same person whose name is subscribed to the foregoing instrument,

I, Kim Zajac, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Marshall, is

STATE OF Illinois
COUNTY OF Cook

12874068

14.25

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UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus 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 Mortgagor of, in and to said land, 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 Mortgagor 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 at any time situated 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 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 aforesaid purposes, or any of them, or to remove encumbrances 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 it obligatory 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 such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, 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 free and clear of all homestead rights or interests, 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 disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises embracing such foreclosure decree, shall be paid by the said Mortgagor, 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 cost 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 of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, or lay for documentary evidence and costs of such abstract and examination of title. Second: All 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 for any other purpose authorized in this trust deed, 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 Mortgagor 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 Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in 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 Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, 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 hereinbefore 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,

89017821

UNOFFICIAL COPY

Trustee

Mr. Glenn R. Husa, Commercial Loan Officer

identified herewith under Identification No. _____

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

(SEAL)

(SEAL)

(SEAL)

(SEAL)

x *Robert Marshall*
Robert Marshall

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

12541989

Property of Cook County Clerk's Office

"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.

hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

action hereunder may be required by any person entitled thereto, then Chicago Title Insurance Co.

or removal from said Cook County, or other inability to act of said trustee, when any