

89220335

THIS INDENTURE, made this 7th day of MARCH 19 89

between MORRIS GREEN & wf. BILLIE L. (JOINT TENANCY)

of the CITY of CALUMET CITY, 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 MORRIS GREEN & wf. BILLIE L. (JOINT TENANCY)

justly indebted upon ONE principal installment

the sum of FIVE THOUSAND SEVEN HUNDRED THIRTY THREE DOLLARS AND 36/100ths Dollars, due

AND PAYABLE AS FOLLOWS: 238.89 DUE ON THE 22nd DAY OF JUNE 1989.
238.89 DUE ON THE 22nd DAY OF EACH AND EVERY MONTH COMMENCING THERAFTER
UNTIL SAID NOTE IS PAID IN FULL. THE FINAL INSTALLMENT OF 238.89
SHALL BE DUE AND PAYABLE ON THE 22nd DAY OF MAY 1991

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with interest at the rate of 13.50 per cent per annum, payable

COMMERCIAL NATIONAL BANK OF BERWYN

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 mode of the United States, and bearing interest after maturity at the rate of 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 2 AND THE EAST 15 FEET OF LOT 3 IN BLOCK 15 IN G. FRANK CROISSANTS SHADOW LAWN, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/2 AND THE EAST 1/3 OF THE EAST 1/2 OF THE SOUTH WEST 1/2 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORT OF THE CENTER LINE OF MICHIGAN ROAD, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D.# 29-12-417-039-0000

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Trust Deed

Insurance and Receiver

Morris Green & wf. Billie L.
(Joint Tenancy)

TO

COMMERCIAL NATIONAL BANK OF BERRYNN

V. NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

1705 MEMORIAL

CAJUMENT CITY IL 60409

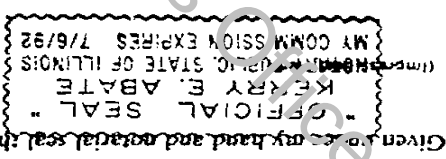
MAIL TO:

COMMERCIAL NATIONAL BANK OF BERRYNN
3322 S. OAK PARK AVE.
BERRYNN, IL. 60402



Property of Cook County Clerk's Office

Commission Expires 7/6/92



Kerry E. Abate
Notary Public

Given in my hand and notarial seal this 7th day of March 1989

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
personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument.
THEY signed, sealed and delivered the said

I, Kerry E. Abate, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MORRIS GREEN & wf. BILLIE L. (JOINT TENANCY)

STATE OF Illinois }
COUNTY OF Cook } ss.

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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,

AND THE Mortgagor 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.

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.

In the event 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 com-
plaint for that purpose, the court in which such complaint is filed, may in order 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 on behalf of the
plaintiff, including reasonable attorney's 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 indebted-
ness 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 disburse-
ments 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, outlays for documentary evi-
dence 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 un-
paid 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.

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 insur-
able 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 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 pro-
ceedings in relation thereto, including attorney's 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.

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 or, 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
purpose, and upon the trusts herein set forth.

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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.

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.

THIS INSTRUMENT WAS EXECUTED BY:
COMMERCIAL NATIONAL BANK OF BERWYN
3322 SOUTH CORK PAVIL AVENUE
BERWYN, ILLINOIS 60402
BY JAMES A. CAIRO

x Walter Green (SEAL)

x Billie L. Green (SEAL)

_____ (SEAL)

_____ (SEAL)

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

identified herewith under Identification No. _____

_____ Trustee