

89255413

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Lyons, IL 60534

7740 W. Ogden Ave.

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

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

THIS DOCUMENT PREPARED BY: Roger C. Forcash, Senior Vice-President/b/s

MAIL TO:

benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest

PLANNING INDEX #18-01 100 018

That part of lots 9 and 10 in David G. Gage's subdivision of part of the North West 1/4 of Section 1, Township 38 North, Range 12, East of the third principal meridian, described as follows:
Commence at a point in the southerly line of lot 9 that is 18.11 feet Northwesterly from the South West corner of lot 9 for a distance of 242.46 feet to a point in the North line of lot 9 that is 8.3 feet East of the North East corner of lot 10; thence West 19 feet to a point that is 36.5 feet East of an iron pipe at the North West corner of lot 10 and is also 112.5 feet East of an iron pipe at the Northwest corner of lot 11 as occupied, thence Southerly in a straight line for a distance of 124.90 feet along a line that if prolonged south to the southerly line of lot 10 would intersect the southerly line at a point 33.65 feet Southwesterly from the Southwest corner of lot 9; thence West and at right angles to preceding course for a distance of 7 feet; thence South-easterly in a straight line for a distance of 125.16 feet to a point on the southerly line of lot 10 that is 33.65 feet Southwesterly from the Southwest corner of lot 9 thence Northwesterly 52.50 feet to the point of beginning, in Cook County, Illinois.

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NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit:

payable at such banking house or trust company in Berwyn Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the Office of Commercial National Bank of Berwyn in said municipality.
payable in 60 successive equal installments of principal commencing the 1st day of June, 1989 and on the 1st day of each and every month thereafter, all except the last of said installments of principal to be in the amount of \$500.00 and said last installment to be the entire unpaid principal balance due hereon, together with interest on the principal balance from time to time outstanding at the rate of 11.50 percent per annum initially and at a varying rate per annum thereafter which shall be -0- percent per annum above the prime rate of the lender and will fluctuate from day to day with such rate until maturity of the final installment and with interest after maturity of the final installment at a rate two (2) percent 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 payable monthly. All payments shall be applied first to interest and the balance, if any, to principal. Due: May 11, 1994.

THIS INDENTURE, Made May 11, 1989, between COMMERCIAL NATIONAL BANK OF BERWYN, Illinois, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 9/12/88 and known as Trust Number 880338, herein referred to as "First Party," and an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Twenty nine thousand seven hundred fifty three and 12/100ths, ----- Dollars, made payable to THE ORDER OF BANKER Commercial National Bank of Berwyn

THE ABOVE SPACE FOR RECORDERS USE ONLY

89255413

TRUST DEED





TRUST DEED

89255413

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 11, 1989, between COMMERCIAL NATIONAL BANK OF BERWYN, Berwyn, Illinois, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 9/12/88 and known as Trust Number 880338, herein referred to as "First Party," and COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation an Illinois corporation herein referred to as "TRUSTEE," witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Twenty nine thousand seven hundred fifty three and 12/100ths, ----- Dollars,

made payable to THE ORDER OF BERWYN (Commercial National Bank of Berwyn

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as hereafter herein may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter in, on, over, under, on or about the premises, including (without limitation) but not limited to, air conditioning, water, gas, electric, light, power, refrigeration (whether single units or central), and ventilation, including (without limitation) but not limited to, window shades, storm doors and windows, floor coverings, matted beds, awnings, stoves and water heater. All of the foregoing are declared to be a part of the real estate hereby attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and covenants herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to:

- promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;
- keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof;
- pay when due any indebtedness which may be secured by a lien or charge on the premises hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or in holders of the notes;
- complete within a reasonable time any building or building now or at any time in process of erection upon said premises;
- comply with all requirements of law or municipal ordinances;
- pay before any penalty attaches with respect to the premises and the use thereof;
- refrain from making material alterations in said premises except as required by law or municipal ordinance;
- pay before any penalty attaches with respect to the premises and the use thereof;
- refrain from making material alterations in said premises and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts hereof;
- pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest;
- keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby;
- in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, within ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest

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DEPT-01
 145555 TRAM 2884 06/06/89 14:51:00
 #0332 ÷ E * -89-255413
 COOK COUNTY RECORDER

MAIL TO: COMMERCIAL NATIONAL Bank of Berwyn
 3322 S. Oak Park Ave.
 Berwyn, IL 60402

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

7740 W. Ordan Ave.
 Lyons, IL 60534

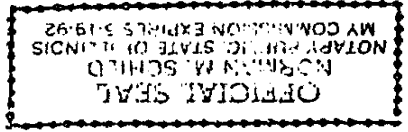
PLACE IN RECORDER'S OFFICE BOX NUMBER

THIS DOCUMENT PREPARED BY: Roger C. Forcash, Senior Vice-President/lbs

THIS IS A TRUST DEED
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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.

BY _____ identified herewith under Identification No. _____ The instrument Note mentioned in the within Trust Deed has been TRUSTEE



STATE OF ILLINOIS COUNTY OF COOK SS.

Given under my hand and Notarial Seal this 11th day of May 1989. Norman Schild Notary Seal

Attest: _____ Secretary Vice-President _____ not personally, COMMERCIAL NATIONAL BANK OF BERYWN, A Trustee as aforesaid and

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK OF BERYWN, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

THIS TRUST DEED is executed by the COMMERCIAL NATIONAL BANK OF BERYWN, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMERCIAL NATIONAL BANK OF BERYWN, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said COMMERCIAL NATIONAL BANK OF BERYWN personally, to pay the said note or any interest thereon, or any independent obligations accruing hereunder, or to perform any covenant, express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COMMERCIAL NATIONAL BANK OF BERYWN personally are concerned, the legal holder or holders of said note created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any, hereby created, and the owner or owners of any independent obligations accruing hereunder shall look solely to the premises hereby conveyed for the payment of the lien

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.

11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used. Lender may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in the county in which the premises are situated shall be the Successor in Trust hereunder shall have the identical title, power and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. 8. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the grantors or omissions hereunder, except in the case of its 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.

4. When the indebtedness hereby secured due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon in any suit or action, and to take possession of the premises, and to sell the same, and to apply the proceeds of such sale to the payment of the debt, and to pay the costs of such proceedings, as their rights may appear. 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incidental 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, its legal representatives or assigns, as their rights may appear.

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