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89362396

THIS INDENTURE, made this 18th day of July 19 89

between Thomas E. Foster and Cathy A. Foster, his wife

of the City of Oak Forest, 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 Thomas E. Foster and Cathy A. Foster,

his wife are justly indebted upon one principal note in

the sum of Two hundred seventy five thousand and no/100ths. (\$275,000.00)-- Dollars, due payable as a single pymt. 182 days after date. Due: January 16, 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 12.00 per cent per annum, payable initially and at a varying rate per annum thereafter which shall be 1.00 percent 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) 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. Due: January 16, 1990

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 ~~being in the order of the said bank of Berwyn~~

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 102 in Silo Ridge Estates Unit Two, being a Planned Unit Development of the East 1/2 of the South West 1/4 and the East 1/2 of the South East 1/4 of Section 7, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index #27-07-400-002

Box 14

89005118

89362396

**Trust Deed**

Insurance and Receiver

Thomas E. Foster and

Cathy A. Foster, his wife  
TO

Commercial National Bank of Berwyn,  
a National Banking Corporation

ADDRESS OF PROPERTY:

10 Windmill Rd.  
Orland Park, IL 60462

**UNOFFICIAL COPY**

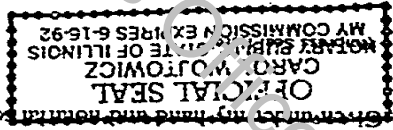
MAIL TO:  
Commercial National Bank of Berwyn  
3322 S. Oak Park Ave.  
Berwyn, IL 60402

11/00

Property of Cook County Clerk's Office

DEPT-01  
TRAN 8241 08/07/89 14:33:00  
15555  
\*E \*S9-362396  
COOK COUNTY RECORDER

Commission Expires 6/15/92



*Carol Woltowicz*  
Notary Public

Given under my hand and notarial seal this 18th day of July 19 89

walver of the right of homestead.

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and

Thomas E. Foster and Cathy A. Foster, his wife

State aforesaid, DO HEREBY CERTIFY that

I, Carol Woltowicz, a Notary Public in and for said County, in the

STATE OF Illinois }  
COUNTY OF Cook }  
SS

93329333

AND THE Mortgagee 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 hereinafter 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 or upon receiving reasonable charge therefor, and in case of the death, resignation,

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 to the possession, income and rent of said premises, and it hereupon 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 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 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, 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 all disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, 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 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 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' fees, outlays 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 Mortgagee or to his legal representatives or assigns on reasonable request.

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.

933292336

# UNOFFICIAL COPY

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 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

WITNESS the hand<sup>s</sup> and seal<sup>s</sup> of the Mortgagor, the day and year first above written.

X Thomas E Foster (SEAL)  
Thomas E. Foster  
X Cathy A Foster (SEAL)  
Cathy A. Foster

THIS INSTRUMENT WAS PREPARED BY:

COMMERCIAL NATIONAL BANK OF BERWYN  
3322 SO. OAK PARK AVENUE  
BERWYN, ILLINOIS 60402

BY: Roger C. Forcash, Sr. V.P. bs

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

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

Trustee

89362335