

UNOFFICIAL COPY

91570876

THIS INDENTURE, made this 23rd day of September 1991,

between Judy A. James & Sandra Bauer

of the City of Chicago, 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 Judy A. James & Sandra Bauer

justly indebted upon one ^{Installment} principal note in the sum of Six thousand nine hundred fifteen and 00/100ths Dollars, due

and payable as follows: \$115.25 is due on the 21st of October, 1991 \$115.25 is due on the 21st of each and every month commencing there after until said note is paid in full. The final installment of \$115.25 is due on the 21st of September, 1996 if not sooner paid.

with interest at the rate of 11.00 per cent per annum, payable

DEPT-01 RECORDINGS 407.50
140000 TRAM 1045 10/31/91 143400
44304 \$ F * - 91 - 570876
COOK COUNTY RECORDER

THIS IS A TRUST DEED

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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 seventeen per cent per annum.
twenty

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 45 in Block 24 in the Subdivision of Block 1 to 31 inclusive in W.B. Walkers addition to Chicago in the Southwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County Illinois.

P.T.N. #13-14-324-025

Commonly Known as 4150 N Monticello
Chicago, Illinois 60618

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15/50

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Trust Deed

Insurance and Receiver

Judy A. James & Sandra Bauer

TO

Commercial National Bank of Berwyn

A National Banking Corporation

ADDRESS OF PROPERTY:

750 N Monticello

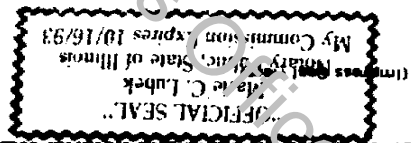
Chicago, Illinois 60618

MAIL TO:

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

Property of Cook County Clerk's Office

Commission Expires _____



Given to me by hand and notarial seal this _____

_____ day of September 1991

Notary Public

State C. Lubek

waiver of the right of homestead.

instrument as ~~the~~ 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 they signed, sealed and delivered the said

personally known to me to be the same persons whose names are subscribed to the foregoing instrument,

Judy A. James & Sandra Bauer

State aforesaid, DO HEREBY CERTIFY that

I, _____ a Notary Public in and for said County, in the

State C. Lubek

COUNTY OF _____

STATE OF _____

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

NOTARIAL PUBLIC IN AND FOR THE STATE OF ILLINOIS
 My Commission Expires _____
 JAMES A. CAIRO
 Notary Public in and for the State of Illinois

BY: _____

Jeddy A. James (SEAL)

Sandra L. Bruce (SEAL)

_____ (SEAL)

_____ (SEAL)

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

Trustee

91570176

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 hereinbefore 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,

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 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.

proceeds of sale shall then be paid to the Mortgagee or to his legal representatives or assigns on reasonable request.

paid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid, the overplus of the trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining in this

successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this

decree and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's

including advertising, sale and conveyance, attorneys', stenographers', and trustees' fees, and any other incidental expenses, may be made under such decree of foreclosure of this trust deed, there shall be paid. First: All the cost of such suit,

ments and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that

decree, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disburse-

ness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust

shall be paid by the said Mortgagee, and such fees, expenses and disbursements shall be so much additional indebted-

procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree,

plaintiff, including reasonable attorneys' fees, outlays for documents, evidence, stenographers' charges, costs of

insisted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the

from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be

the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same

to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect

plaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver

trustee's successors in trust, shall have the right to foreclose this trust deed and upon the filing of a com-

days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the

shall at once become due and payable; such election being made at any time after the expiration of said thirty (30)

of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon

such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election

note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and

in the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any

sums as aforesaid.

trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such

so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said

ceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become

said premises or in any manner to protect the title or estate hereby conveyed, or expended in or about any suit or pro-

and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of

trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee

such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with

able value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause

trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insur-

any time be situated upon said premises insured in a company or companies to be approved by the trustee and the

hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at

when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security

no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and

become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer

herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall

And the Mortgagee does covenant and agree as follows: To pay said indebtedness and the interest thereon as

purposes, and upon the trusts herein set forth.

AND TO HOLD all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE

land, and all the estate, right, title and interest of the Mortgagee or, in and to said land, hereby expressly releasing

apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said

profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning, and lifting

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and

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