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UNOFFICIAL COPY 91184109 TRUST DEED

	THE ABOVE SPAC	E FOR RECORDERS USE ONLY
Deed or Deeds in trust duly recorded and and known as Trust Number 8507 Commercial National Bank of Ber an Illinois corporation herein referred to a THAT WHEREAS First Party has corporated.	ntional banking association, not perdelivered to said Bank in pursuant 75, herein referred to as wyn, a National Banking Cas TRUSTEE, witnesseth:	sonally but as Trustee under the provisions of a e of a Trust Agreement dated 12/3/85 "First Party," and
Trust Agreement and hereinafter specification of Disbursement 10.50 per cent per annum kirking varying rate thereafter of 1.00 such rate to be changed on the interest after racurity at a varying rate to be changed on the interest after racurity at a varying rate of 1.00 per cent and rate of 1.00 per cent after racurity at a varying rate of 1.00 per cent after racurity at a varying rate of 1.00 per cent after racurity at a varying rate of 1.00 per cent after racurity at a varying rate of 1.00 per cent and rate of 1.00 per cent and rate of 1.00 per cent per cent and rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent per annum kirking varying rate of 1.00 per cent p	ne First Party promises to pay out of ally described, the said principal sugar on the balance of principal remainments of the balance of principal remainments of the principal rank above the principal day-or days said principal rate 3.00% her annum 1988 and principal rate 3.00% her ann	f that portion of the trust estate subject to said am and interest from uning from time to time unpaid at the rate of (***********************************
AND Interest XX		инжженияхимин химжилли и и и и и и и и и и и и и и и и и
		description in the first conflict to interest
on the unpaid principal balance and the re	in account of the indebtedness evide imainder to principal; p roxided.tha	enced by said note to be first applied to interest хээхимикирэксикинэмжийжийжийний харанк
<i>МАНИКИТЕКТИКИ КИКИКИКИ КИКИКИКИ КИКИКИ</i>	ZXXXXXXHXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	SEEKK EKKERKEGKERANKERKEKKEKKEKKEK
payable at such banking house or trust co Illinois, as the holders of the note may, from	n time to time, in writing appoint, a	nd in the absence of such appointment, then at
the Office of Commercial Nationa	1 Bank of Berywn $-91-1$	L84109
also in consideration of the sum of One Dollar in hand paid, the re- successors and assigns, the following described Real Estate small COUS	eceipt whereof is hereby acknowledged, does by these ter, Bying and being in the TTY OF COOK	in said municipality, edunce with the terms, provisions and limitations of this trust deed, and presents fraish remove, release, altern and convey unto the Trustee, its AND STATE OF ILLINOIS, to wit:
Lots, 23, 24, 25, 26, 27, and 25 of the Southwest 4 of Southwest the Third Principal Meridian, i	st 4 of Section 22, Tuwns!	ak's Subdivision of the Southwest hip 39 North, Range 13, East of
-22-6100K (000HIX RECORDER	Lot 27) 309-032 (affects lots 23 a 309-031 (affects lot 25)	
the which, with the property 胸神師園被保护量的地位 (efficients) for a series of the property of the pro	in as the "premises". Estures, and appurtenances thereto belonging, and all race pledged permarily and on a parity with said real estationing, water, light, power, refrigeration (whether sing id windows, floor coverings, make beds, awnings, storgreed that all similar apparatus, equipment or articles highered.	rents, issues and you its thereof for so long and during all such times as let and not secondardly, a state appearatus, equipment or articles now or jet units of a centrally or utility. It and centrallation, including (without isses and water heaters. All of its caregoing are declared to be a part of creative placed in the premises? y For Party or its successors or assigns see, and upon the uses and trusts here an et forth
improvements now or hereafter on the premises which may become tens or claims for lien not expressly subsidinated to the lien hereof upon request exhibit satisfactory evidence of the discharge of such time in process of erection upon said premises, (e) comply with all alterations in said premises except as required by law or municipal sewer service charges, and other charges against the premises when protest, in the manner provided by statute, any tax or assessment, insured against loss or damage by fire, hightning or windstorm under the same or to pay in full the indebtedness secured hereby, all in on benefit of the holders of the note, such rights to be evidenced by the holders of the note, and in case of insurance about to expire, to delive	edamaged or destroyed, (b) keep said premises in good- pror hien to Trustee or o holders of the notes; (d) con- requirements of law or municipal ordinances with reye- lordinance; (g) pay before any penalty attacher all gen- n-due, and upon written request, to furnish to Trustee or which First Party may desire to contest; (i) keep all hu- poblers providing (or payment by the insurance compa- inpanies satisfactory to the holders of the note, under in- standard mortgage clause to be attached to each policy; or renewal policies not less than ten days prior to the resp-	er assigns to (3) promptly repair, resto e of rebuild any buildings or condition and repair, without waste, and one from mechanic's or other ured by a lien or charge on the premises superior to the lien hereof, and plete within a reasonable time any building or buildings now or at any set to the premises and the use thereof. (I) refraint from making material teral taxes, and pay special taxes, special assessments, water charges, to holders of the note duplicate receipts therefor; (h) pay in full under niddings and improvements now or hereafter strusted on said premises nies of moneys sufficient either to pay the cost of replacing or repairing sourance policies payable, in case of loss or damage, to Trustee for the and to deliver all policies, including additional and renewal policies, to pective dates of expiration, then Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest
MAIL TO: THIS DOCUMENT P	REPARED BY Roger C. Forcash.	
Commercial National Ba	ank of Berwyn	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Berwyn, IL 60402	A	4704-08 W. Cermak Rd.
		Clcoro, IL 60650
☐ PLACE IN RECORDER'S OFFICE E	SOX NUMBER - 2	

ric lien or the or cu aim ter of, or re eem from any tax sale or forfeiture affecting said on prior encumbrances, if any, and purcha c, disclaring to make the property of the new of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this 2. The Trustee or the holders of note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not withstanding anything in the note on in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the eyent of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period. at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree (or sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies. Torrens certificates, and costs (which may be half may aske which may be asked on the may aske which may be asked on the major of the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the deems of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The security of any foreclosure asked of the provision of the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced. 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses 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 to First Party, its legal representatives or assigns, as their rights may appear. 6. Upon, or at any time after the filing of a fall to foreclose this trust deed, the court in which such hill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver show have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemy ton, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such emits; issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and: operation of the premises during the whole of said period. The coun from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or oy far decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; provided such application is made (rior to foreclosure sale, (b) the deficiency in case of a sale and deficiency. 7. Trustee or the holders of the not shift 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 time, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities sansfactory to it before according any power herein given. 9. Trustee shall release this trust deed and the lien person by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof is and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the instet, representing thair all indebtedness hereby secured has been paid, which represe all on Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an id mill or can number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the evidence and it has never placed its identification number on the note described herein, it may acc provide the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof. 11. The word "note" when used in this instrument whall be eposted to year "ites" when more than one note is used. Mart. 200an bi However, if all or any part of theproperty 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 attorner's fees. diselement said in a cost of diselem The Last Property Control of - E THIS TRUST DEED is executed by the COMMERCIAL NATIONAL BANK of BERWYN, not personally but P. Totee 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 BERWYN, hereby Apr ants 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 constured. The resulting any liability on the said First Party or on said COMMERCIAL NATIONAL BANK of BERWYN personally to pay the said note or any interest that may accrue there a, e any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly walved by Trustee and by every erson 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 BERWYN personally are concerned, the legal holder or holders of a said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the a ment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Trust Officer IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK of DERWYN, not personally but as Trustee as aforesaid, has caused it as presents to be signed by its Secretary, the day and year first above written. COMMERCIAL NATIONAL BANK of BERWYN, As Thistee as aforesaid and not personally, By Carol Ann Weber MAKEN PASSING Asst. Secretary James T. Sheeham . STATE OF ILLINOIS The underplaced, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above frames were presented and Secretary of the COMMERCIAL NATIONAL BANK of BERWYN Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Wee Presented and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the COUNTY OF COOK OFFICIAL SEAL corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said; Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes. CARCI WOUTOWICZ herein set forth. January Given under my hand and Notarial Scal this Toard Notary Seal

The instalment Note mentioned in the within Trust Deed has been

TRUSTEE

identified herewith under Identification No.

BY

BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE.
THE TRUST DEED IS FILED FOR RECORD.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD SHOUL