

UNOFFICIAL COPY
91333412

THIS INDENTURE, made this 18th. day of June 1991,

between Louis Presta and Jeanine Presta, his wife

of the Village of Crestwood, 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 Louis Presta and Jeanine Presta,

his wife are justly indebted upon one principal note in

the sum of Twenty thousand and no/100ths. (\$20,000.00) Dollars, due

payable as a single pymt. 181 days after date. Due: December 16, 1991

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 11.00 percent per annum, payable initial and at the variable rate thereafter of 2.50% per annum above the prime rate announced by this Lender, such rate to be changed on the day or days said prime rate is changed, and with interest after maturity at a variable rate 4.50% per annum above said prime rate. All interest shall be paid monthly. All payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the unpaid balance of the principal. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed.

DEPT-01 RECORDINGS 115.29
110000 DEPT 0223 07/05/91 11:01:00
14158 117 * 121 1333412
COOK COUNTY RECORDER

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 at the rate of _____ 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 26 in Block 2 in Morton Park Land Association Subdivision in the West 1/2 of the Northwest 1/4 of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index #16-28-104-026

THIS IS A JUNIOR TRUST DEED

1529

91333412

UNOFFICIAL COPY

Trust Deed

Insurance and Receiver

Louis Presca and

Jeanine Presca, his wife
TO

Commercial National Bank of Berwyn,

National Banking Corporation

ADDRESS OF PROPERTY:

530 W. 23rd. St.

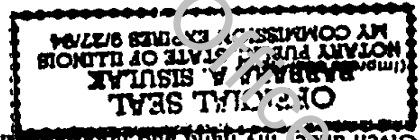
Chicago, Ill. 60650

MAIL TO:

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

Property of Cook County Clerk's Office

Commission Expires _____



Barbara A. Staulak
Notary Public

Given under my hand and notarial seal this _____ day of _____, 19__.

waiver of the right of homestead.

instrument as _____, 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,
appeared before me this day in person and acknowledged that they _____ signed, sealed and delivered the said

Louis Presca and Jeanine Presca, his wife

State aforesaid, DO HEREBY CERTIFY that _____

I, Barbara A. Staulak, _____, a Notary Public in and for said County, in the

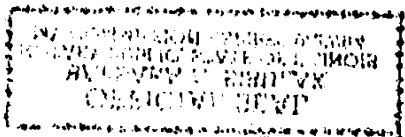
STATE OF _____ Illinois }
COUNTY OF _____ Cook }
ss. _____

21533316

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 91333412



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

X Louis Presta (SEAL)
Louis Presta
X Jeanine Presta (SEAL)
Jeanine Presta

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

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

Trustee

AND THE Mortgagor 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 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,

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.

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 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, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner to 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.

Together with all the tenements, hereditaments and appurtenances therunto 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 purposes, and upon the trusts herein set forth.

proceeds of sale shall then be paid to the Mortgagor 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 un-

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