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THIS INDENTURE, made this 13th day of JULY 19 91,			
between RICARDO M TREJO * WF LUZ A (JOINT TENANCY)			
of theCITY ofCHTCAGO, County ofCOOK			
and State of ILLINOIS , Mortgagor,			
and COMMERCIAL NATIONAL BANK OF BERWYN/A NATIONAL BANKING CORPORATION			
of the CLTY of BERWYN County of COOK			
and State of ILLINOIS , as Trustee,			
WITNESSETH THAT WHEREAS, the said RICARDO M TREJO & WF LUZ A (JOINT TENANCY)			
justly indebted upon ONE principal ANSTALLMENT			
the sum of SIX THOUSAND DOLLARS AND 00/100ths Dollars, due			
AND PAYABLE AS FOLLOWS: 155,08 DUE ON THE 19th DAY OF AUGUST 1991. 155.08 DJE ON THE 19th DAY OF EACH AND EVERY MONTH COMMENCIN THEREAFTER UNTIL SAID NOTE IS PAID IN FULL. THE FINAL INSTALLMENT OF 155.08 SHALL BE PAID IN FULL ON OR BEFORE THE 19th DAY OF JULY 1995			
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co of high the contract of the			
with interest at the rate of11. Oper cent per annum, payable			
1 MOBBO TRAN 2221 97/25/21 15日 18548 W F - ** 一学工…元子で話で CODE COUNTY RECORDER			
all of said notes bearing even date herewith and being payable to the order of COMMERCIAL NATIONAL BANK OF BERWYN			
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 seven per cent 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 LLLINGIS to wit:			
LOT 75 IN GEDDES'S SUBDIVSION OF LOTS 4 TO 50 IN BLOCK 2 IN THE SUBDIVSION OF BLOCK 12 IN STEEL'S SUBDIVISION OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIIDAN, IN COOK COUNTY, ILLINOIS.			
TAX ID# 16-26-414-019			

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**UNOFF** ADDRESS OF PROPERTY: MAIL TO: COMMERCIAL NATIONAL 3322 S OAK PARK AVE RICARDO M TREJO & WF LUZ A CHICAGO IL 60623 COMMERCIAL NATIONAL BANK OF BERWYN BERWYN IL 50402 2745 S SPAULDING NATIONAL BANKING CORPORATION JOINT TENANCY) **Frust Deed** Insurance and Receiver 킪 BANK OF BERKYN Property of County Clerk 13 Commission Expires the C. Lubak of lille state of Illinuis Alabe of Illinuis of Illinuis on Express 10/16/93 "OLLICIVE SEVE.. ziilt lan laiselan boa boah aal wa sa babiiD 13 cg walver of the right of homestead. instrument as THELR.... free and voluntary act, for the uses and purposes therein set forth, including the release and appeared before me this day in person and ucknowledged that TIEX.. signed, senied and delivered the said personally known to me to be the same persone whose name. I allow subscribed to the foregoing instrument, State atoresaid, DO HEREBY CERTIFY that RICARDO M TREJO & WF I,UZ A (JOINT TENANCY) a Notary Public in and for said County, in the COUNTY OF 90 STATE

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## UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto 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 of, 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.

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 situred 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 faildings 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 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 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 service, hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, in 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 afore aid 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 are, such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the soid principal sum together with the accrued interest thereon shall at once become due and payable; such election being thade at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said a debtedness, or any part thereof, or raid trustee or the trustee's successors in trust, shall have the right immediately to forcelose 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 foreclesure suit and until the time to redeem the same from any sale made under any decree forcelosing this trust deed small expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disburs ments paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary exidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premise combracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disburrements and be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceeding, for the forcelosure 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 my sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First. At the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, ou lay for documentary evidence and costs of such abstract and examination of title, Second: All moneys advanced by the crystee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose pathorized 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 annaid. The Dorplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

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 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 here-inbefore 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,

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identified herewith under Identification No.	
The note or notes mentioned in the within trust deed have been	
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(TVas) OF TO (SEVI)	A STATE OF THE STA
	AN CANAL NO. 1. 11 TOWN SINE SHE
of the Mortgagor, the day and year first above written.	WITNESS the hand and seal c
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il include the legal holder or holders, owner or owners of said note or il or of said certificate of sale and all the covenants and agreements of be binding upon Mortgagor's heirs, executors, administrators or other	notes, or indebtedness, or any part thereof
in trust herein, with like power and authority us is hereby vested in	hereby appointed and made successor
person entitled thereto, thenCHICAGO_TITLE_INSUBANCE_COMPA	
County, or other inability to act of said trustee, when any	Or removal from said