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27/92

DEPT-91 RECORDINGS  
1#0000 TRAN 1035 12/30/92 12:28:09  
#6793 # 52-483775  
COOK COUNTY RECORDER

P.I.N. #22-29-302-015

Lot 6 in Block 5 in Fischbach's addition to Lemont a subdivision of part of the Southwest 1/4 of Section 29 Township 37 North Range 11, East of the Third Principal Meridiana, in Cook County, Illinois.

County of Cook and State of Illinois to wit: Now, THEREFORE, the Mortgagee, 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 Mortgagee'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 situated in the County of Cook and State of Illinois

Each of said principal notes is identified by the certificate of the trustee appearing thereon bearing interest after maturity at the rate of seven per cent per annum. or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and at the office of Commercial National Bank of Berwyn

all of said notes bearing even date herewith and being payable to the order of Commercial National Bank of Berwyn with interest at the rate of 10.50 per cent per annum, payable 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 after 30 days borrowers can become liable for expenses for foreclosure including court cost and reasonable Attorney fees.

92583976

THIS IS A JUNIOR TRUST DEED

and payable as follows: \$ 120.37 is due on the 17th of Dec 1992 \$ 120.37 is due on 17th of each and every month commencing there after until paid note is paid in full. The final installment of \$ 120.37 is due on the 17th of November, 1997, in not sooner paid in full.

the sum of Five thousand six hundred and 00/100ths Dollars, due (Tenants by the Entirety) justly indebted upon one principal note in

WITNESSETH THAT WHEREAS, the said Phillip J. Smith & Patricia A. Smith his wife and State of Illinois as Trustee,

of the City of Berwyn, County of Cook and Commercial National Bank of Berwyn, A National Banking Corporation and State of Illinois, Mortgagee,

of the Village of Lemont, County of Cook between Phillip J. Smith & Patricia A. Smith his wife (Tenants by the Entirety)

THIS INDENTURE, made this 22nd day of September 1992

ADJ Sec. 4  
Date  
Sgn.

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STATE OF Illinois  
COUNTY OF Cook

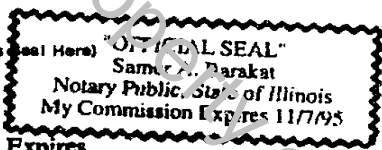
SS.

I, Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip J. Smith & Patricia A. Smith his wife (Tenants by the Entirely)

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 waiver of the right of homestead.

Given under my hand and notarial seal this 22 day of September, 19 92.

(Impress Seal Here)



Commission Expires

Samer A. Barakat  
Notary Public

Office of Cook County Clerk's Office

## Trust Deed

Insurance and Receiver

Philip J. Smith & Patricia A. Smith  
his wife (Tenants by the Entirely)

TO

Commercial National Bank of Berwyn

A National Banking Corporation

ADDRESS OF PROPERTY:

1016 Walter St.

Lemont, Illinois 60439

MAIL TO:

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

915-9526

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,

of the legal holder of the note or notes herein described is protected by such policies.  
of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest  
all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner  
AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder,

all rents, issues and profits thereof.  
trust, to enter into and upon and take possession of said premises and to let the same and receive and collect  
income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in  
and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession,  
In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants

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 surplus of the  
trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining un-  
successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this  
debt 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, outlays for documentary evi-  
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-  
shall be paid by the said Mortgagor, 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 documentary evidence, stenographers' charges, costs of  
instated 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 fee 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 immediately 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 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 protect the title or estate hereby conveyed, or expended in or about any suit or pro-  
said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon  
and all moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of  
or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same,  
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 Mortgagor does covenant and agrees as follows: To pay said indebtedness and the interest thereon as  
purposes, and upon the trusts herein set forth.  
AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and  
and waiving 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 Mortgagor of, 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

92055526

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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.

James A. Cairo

X Philip J. Salt\* (SEAL)  
X Patricia A. Smith (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

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

Trustee

92582976