

UNOFFICIAL COPY

THIS INDENTURE, made this 10th day of Sept 19 93,
 between Michael D Castle and Alicia D Castle, his wife (J)
 of the Town of Cicero, 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 Michael D Castle and Alicia D Castle, his wife (J) justly indebted upon one installment principal note in the sum of Four Thousand five hundred sixty one dollars and 92/100ths*** Dollars, due and payable as follows: 126.72 due on the 15th day of October 1993. \$126.72 due on the 15th day of each and every month commencing thereafter until final payment is due. Final installment of 126.72 shall be due and payable on the 15th day of September 1996 if not sooner paid in full.

THIS IS A JUNIOR TRUST DEED

93850221

with interest at the rate of 8.90 per cent per annum, payable

However, if all or any part of the property is sold or transferred without Lenders 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.

DEPT-01 RECORDING \$27.50
 T#0888 TRAN 6238 10/21/93 14:33:00
 #1894 # ** 73-850221
 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 after maturity at the rate of seven per cent per annum.
 "Borrower shall pay to the note holder a late charge of 5.00% of any monthly installment received by the note holder within 10 days after the installment is due."
 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 1 in Subdivision of Lots 1 & 2,6,to 9, both inclusive, and 14 to 25 both inclusive, in Block 4 and Lots 1,5 to 9, both inclusive and 15 to 36, both inclusive in Block 5, in Cicero Terrace, being a Subdivision of all that part lying South of the right of way of the Chicago Madison and Northern Railway Company (except streets and highways heretofore dedicated of the West 1/2 of the W 1/2 of the NE 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. # 16-32-213-011

Commonly known as: 3429 S Austin Blvd Cicero Ill 60650

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Trust Deed

Insurance and Receiver

Michael D Castle

Alicia D Castle

TO

Commercial National Bank of Berwyn

A National Banking Corporation

ADDRESS OF PROPERTY:

3429 S Austin Blvd

Cicero Illinois 60650

MAIL TO:

COMMERCIAL NATIONAL BANK OF BERWYN
3322 SO OAKPARK AVE
BERWYN ILLINOIS 60402

12205886

Property of Cook County

OFFICIAL SEAL
MARYANN ZERNICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/1/78

Commission Expires

(Impress Seal Here)

[Signature]
Notary Public

Given under my hand and notarial seal this 10th day of April 19 83
waiver of the right of homestead.
instrument as their 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,

I, the undersigned, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Michael D Castle and Alicia D. Castle, his wife (f)

STATE OF Illinois
COUNTY OF Cook
ss.

UNOFFICIAL COPY

or removal from said _____ County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then _____

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

93850221

RECORDED IN BOOK _____ PAGE _____

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

THIS INSTRUMENT WAS PREPARED BY
COMMERCIAL NATIONAL BANK OF BERWYN
3032 N. CARPENTERS AVENUE
BERWYN, ILLINOIS 60402

James A. Caird

Alicia Castle (SEAL)
Michael S. Castle (SEAL)
____ (SEAL)
____ (SEAL)

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

Trustee

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,

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 legal holder of the note or notes herein described is protected by such policies.

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

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 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, outlays for documentary evi-
dence and costs of such abstract and examination of title. All the cost of such suit, there shall be paid, first: All the cost of such suit,
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
and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disburse-
deed shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebted-
ness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust

plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of
procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree,
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 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 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)
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
proceedings 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 agree as follows: To pay said indebtedness and the interest thereon as
purposes, and upon the same until set forth.
AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and
land, and all the estate, right, title and interest of the Mortgagor 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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