

95268019



TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 3, 1995 19, between Bank of Lyons, Illinois, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 3/1/86 and known as Trust Number 3285, herein referred to as "First Party," and

Commercial National Bank of Berwyn an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Eleven thousand one hundred seventy five and 00/100ths Dollars,

made payable to THE ORDER OF BEARER Commercial National Bank of Berwyn and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from

April 3, 1995 on the balance of principal remaining from time to time unpaid at the rate of 9.25 percent per annum in instalments (including principal and interest) as follows: Two hundred thirty four and 11/100ths Dollars or

more on the 16th day of May, 1995, and 234.11

Dollars or more on the 16th day of each month thereafter until said note is fully paid except

that the final payment of principal and interest, if not sooner paid, shall be due on the 16th day of

April, 1995. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid

when due shall bear interest at the rate of 20.0 percent per annum, and all of said principal and interest being made

payable at such banking house or trust company in Berwyn Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at

the Office of Commercial National Bank of Berwyn

in said municipality,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate estate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

The N 40 ft. of the S 130 ft of Lot 15 in Block 3 in Ricker's Ogden Garden a subdivision of that part of the W 1/2 of the NW 1/4 of Section 2, Township 38 North, Range 12, East of the third Principal Meridian, lying S of Ogden Avenue and N of the center line of Plainfield Avenue in Cook County, Illinois.

P.L.N.#18-02-110-011

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which, with the property hereinafter described, as referred to herein as the "premises"

TOGETHER with all improvements, encumbrances, easements, fixtures, and appurtenances thereto hereunto, and all rents, issues and profits thereon, in and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, grates, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, (b) keep said premises in good condition and repair, without cost, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or its holders of the note, (d) complete within a reasonable time any building or building now or in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) refrain from making material alterations to said premises except as required by law or municipal ordinance, (g) pay to the Trustee or its holders of the note all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, (h) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note; under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note; and in case of insurance above an engine, to deliver renewal policies not less than ten days before the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed proper and may, but need not, make full or partial payments of principal or interest

MAIL TO:

THIS DOCUMENT PREPARED BY:

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

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER

RECORDING TRAM 6182 06/26/95 11:45:00 \* - 95 - 268019 COOK COUNTY RECORDER

Handwritten signature/initials

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE HEREIN BEFORE

STATUTE OF ILLINOIS COUNTY OF COOK

IN WITNESS WHEREOF, Bank of Lyons

not personally, By: [Signature] Trust Officer

including court cost and reasonable Attorney's fees. 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

11. The word "note" when used in this instrument shall be construed in an "or" sense when more than one note is used. 10. Trustee may accept any instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed in case of the registration...

IMPORTANT This instrument is created in the County of Cook, Illinois, by and between the undersigned, and it is intended to be given effect to in accordance with the provisions hereof.

BY TRUSTEE identified herewith under Identification No. The instrument was recorded in the Public Record in Cook County, Illinois, on the 24th day of April 1995.

Patricia A. Spilina OFFICIAL SEAL

Bank of Lyons Asst. Secretary Thomas E. Prothro

Bank of Lyons Trust Officer [Signature]

not personally, By: [Signature] Trust Officer

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COOK COUNTY RECORDER