

UNOFFICIAL COPY

Ryan, Michael F.
Big Mikes Construction Tool Supply
200 Park Ave.
Doc. 26517203
Doc. 26545235

Calumet City, IL.
\$42,838.26
\$200.00

2/24/83
3/23/83

Ryan, Michael J.
2333 N. Janssen
Doc. 26561224

Chgo., IL.
\$22,832.08

4/7/83

Ryan, Michael & Donna
14322 S. Michigan
Doc. 26598741

Riverdale, IL.
\$692.60

5/10/83

Ryan, Michael T. & Nancy
10901 Green Bay
Doc. 27217472

Chgo., IL.
\$1,027.83

8/17/84

Ryan, Michael T. & Nancy
9729 S. Ave. L
Doc. 27444137

Chgo., IL.
\$2,548.45

2/15/85

Ryan, Michael P.
21923 N. Old Barrington Rd.
Doc. 86075561

Barrington, IL.
\$9,075.44

2/25/86

Property of Cook County Clerk's Office



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COMMERCIAL NATIONAL BANK
OF BERWYN

August 29, 1986

Harry Bus Yourell
Registrar of Torrens Titles
Cook County Building
Chicago, IL 60602

To Whom It May Concern:

This is to inform the Torrens Office that on the Torrens Certificate for Michael & Barbara Ryan, nothing has changed on the face of the document.

COMMERCIAL NATIONAL BANK OF BERWYN, Has had possession of these documents since December 12, 1985. The reason for it not being filed with the Torrens Office as of yet is because we had difficulty in obtaining a receipt for the certificate on the original certificate itself. We hope this document will be acceptable in getting our lein recorded.

In order to induce the Registrar of Titles to file this trust deed we agree to hold harmless said Registrar from any costs or claims which may arise from his acceptance of said trust deed.
Very Truly Yours,

Installment Loan Department

James A. Cairo
SENIOR VICE PRESIDENT
COMMERCIAL NATIONAL BANK OF BERWYN

Subscribed and sworn before me this 29th day of August, 1986.

Dea P. P. P. P.
(Notary Public)

THIS INDENTURE, made this 12th day of October 19 85,

between MICHAEL E. RYAN AND BARBARA RYAN (HIS WIFE) AS JOINT TENANTS WITH
RIGHT OF SURVIVOR SHIP)

of the City of Calumet City, 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 E. RYAN AND BARBARA RYAN (Married to Each
Other) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

ARE justly indebted upon ONE installment
principal note in
the sum of TEN THOUSAND SIX HUNDRED FOUR DOLLARS AND 40/100ths (10,604.40) Dollars, due

and payable as follows: 176.74 on the 12th day of January, 1986.
176.74 on the 12th day of each and every month commencing thereafter
until said note is paid in full. The final payment of 176.74 shall be
due and payable on the 12th day of December, 1990 if not sooner paid.

Principal amount of the loan is \$7,900.00.

with interest at the rate of 12.00 per cent per annum, payable

THIS IS A JOINT TRUST DEED

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 by writing appoint, in lawful money of the United States, and
bearing interest after maturity at the rate of TWENTY 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 evi-
denced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be per-
formed, 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 SIXTEEN (16)
IN BLOCK TWENTY TWO (22) IN "CALUMET CITY" SECOND
ADDITION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (¼) OF THE NORTH-
WEST QUARTER (¼) OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD
PRINCIPAL MERIDIAN, OF COOK COUNTY, ILLINOIS.

TAX I.D. #30-07-102-016

293 Marquette
Calumet City, IL 60409

NOTE IDENTIFIED

Subject to possible U. S. Federal Tax Lien

3562526

44-1000

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Trust Deed

Insurance and Receiver

3562526

MICHAEL E. RYAN AND BARBARA RYAN
(Married to Each Other) AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP
TO

COMMERCIAL NATIONAL BANK OF BERYN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

3562526

293 Marquette

Calumet City, IL 60409

MAIL TO:

Commercial National Bank of Beryn
3322 South Oak Park Avenue
Beryn, Illinois 60402

13
26241

AD

HARRY GUO YONGEL
REGISTRAR OF TITLES
1906 OCT 29 AM 11: 57

Property of Cook County Clerk's Office

CHICAGO TITLE INS

953075

WASA

Commission Expires

My term in office ends June 19, 1928

(Impress Seal Here)

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

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

personally known to me to be the same person whose name subscribed to the foregoing instrument,

RIGHT OF SURVIVORSHIP

AS JOINT TENANTS WITH

State aforesaid, DO HEREBY CERTIFY that

a Notary Public in and for said County, in the

SS.

COUNTY OF

STATE OF

UNOFFICIAL COPY

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 COMPANY 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.

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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
3322 SO. OAK PARK AVENUE
BERWYN, ILLINOIS 60402
James A. Cairo

BY: _____

X Michael E. Ryan (SEAL)

X Barbara A. Ryan (SEAL)

_____ (SEAL)

_____ (SEAL)

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

Trustee

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 Mortgagee 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.

And the Mortgagee 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 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.

In the event of a breach of any of the aforesaid 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 after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election to be made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose 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 foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the 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, shall be paid by the said Mortgagee, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure 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 any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, first: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized 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 unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagee 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 Mortgagee's part, the Mortgagee 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 Mortgagee 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 hereinbefore made by the Mortgagee, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagee upon receiving reasonable charge therefor, and in case of the death, resignation,

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