

I, JAMES A CATRO, being first duly sworn on oath am authorized by COMMERCIAL NATIONAL BANK OF BERWYN to make this Affidavit.

That the Filing could not be made on a timely basis because ~~XXX~~ WE HAD DIFFICULTY IN OBTAINING THE TORRENS ~~REGISTER~~ Certificate.

That the present Marital Status is the same and unchanged from that shown in the loan Instrument (TRUST DEED) DATED June 9, 1986.

That there is a current balance due on the Note and Loan Instrument.

That the loan instrument and Note has not been sold or Assigned ~~as evidenced by a proper Assignment being~~ ~~registered concurrent with this filing.~~

That there is no pending legal action regarding these Instruments.

Affecting the following described real estate, registered in Cook County, Illinois on Certificate of Title 1148368

~~LOT THAT FRONT~~

In Block One (1), in Robin Hood Unit Number Two, a Subdivision of Lot Eight (8) of Lau's Subdivision being a Subdivision of the West Half (1/2) of the North West Quarter (1/4) (except Three (3) Acres in the North East Corner thereof) also the South Half (1/2) of the North East Quarter (1/4) of the North West Quarter (1/4) of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, County of Cook, State of Illinois, as Document Number 1639871, April 7, 1983 except the East 76.0 feet of the West 100.0 feet of the South 100.0 feet of said Lot Eight (8).

The Corporation Shall, therefore hold the Registrar of Titles in Cook County, Illinois, harmless against all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of actions, suits and controversies, whether groundless or otherwise arising by reasons of accepting this late Filing.

James A Catro

I the undersigned a Notary of the public, Do hereby certify that James A Catro is personally known to me by the Senior Vice President of the Commercial National Bank of Berwyn a corporation, Appeared before me this day in person, and signed, sealed and delivered this affidavit, for the uses and purposes therein set forth;

Subscribed and Sworn to me, on this 18th day of March 19 87

Mary L Thill

Notary Public



RE Title Services # 672-54

UNOFFICIAL COPY

NOTE IDENTIFIED

REI Title Services # B1254

ATTN of [unclear] del. [unclear]

3610119

THIS INDENTURE, made this 9th day of June 19 86,
 between ROBERT TOLLIVER AND ~~HE WIFE~~ JOYCE TOLLIVER (MARRIED TO EACH OTHER),
 of the City of Harvey, 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 ROBERT TOLLIVER AND ~~HE WIFE~~ JOYCE TOLLIVER
 (MARRIED TO EACH OTHER) are justly indebted upon one principal installment
 note in the sum of EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE AND 00/100ths (8445.00) Dollars, due

and payable as follows: \$140.75 on the 2nd day of February, 1987. \$140.75
 on the 2nd day of each and every month commencing thereafter until said note
 is paid in full. The final payment of \$140.75 shall be due and payable
 on the 2nd day of January, 1992 if not sooner paid.

The principal amount of the loan is \$6400.00

with interest at the rate of 11.50 per cent per annum, payable

[Faint illegible text, possibly a stamp or signature]

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.

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 THIRTY EIGHT

In Block One (1), in Robin Hood Unit Number Two, a Subdivision of Lot Eight (8) of Lau's
 Subdivision being a Subdivision of the West Half (½) of the North West Quarter (¼) (except
 Three (3) Acres in the North East Corner thereof) also the South Half (½) of the North
 East Quarter (¼) of the North West Quarter (¼) of Section 8, Township 38 North, Range
 14, East of the Third Principal Meridian, County of Cook, State of Illinois, as Document
 Number 182897L, April 7, 1982 except the East 75.0 feet of the West 100.0 feet of the South
 100.0 feet of said Lot Eight (8).

14633 Myrtle, Harvey IL 60426

CAO 29-08-122-014

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Trust Deed

Insurance and Receiver

ROBERT TOLLIVER AND WIFE JOYCE

TOLLIVER (MARRIED TO EACH OTHER)

TO

COMMERCIAL NATIONAL BANK OF BERYWN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

14633 Myrtle

Harvey, Illinois 60426

MAIL TO:

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



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1148368

INDUPLICATE

3610119

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R12-59

PROPERTY CLERK'S OFFICE

Property of Cook County Clerk's Office

STATE OF Illinois COUNTY OF Cook

I, Juanita Davis a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Tollevan + Joyce Tollevan personally known to me to be the same persons whose names Robert Tollevan + Joyce Tollevan subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Robert Tollevan + Joyce Tollevan signed, sealed and delivered the said instrument as 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 9th day of June, 19 86

(Impress Seal Here)

My Commission Expires June 19, 1988

(Commission Expires)

[Signature]
Notary Public

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 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.

Property of Cook County Clerk's Office

3616119

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

Robert J. Quinn (SEAL)

Joseph J. Quinn (SEAL)

..... (SEAL)

..... (SEAL)

THIS INSTRUMENT WAS PREPARED BY
JAMES A. CATRO
300 N. LAUREL ST. CHICAGO, ILLINOIS 60602
JAMES A. CATRO

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,

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 representative 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
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, costs, outlays for documentary ev-
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-
ness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust
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
instituted 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 in 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 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
cedings 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 he 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 or 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

AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and
and waiting 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 gas and electric fixtures, engines, boilers, furnaces, ranges, heaters, air-conditioning and lifting
profits thereof and all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and
Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and

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