

UNOFFICIAL COPY
HOLD HARMLESS AFFIDAVIT FOR LATE FILING 7

I JAMES A CAIRO, 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
~~XXXXX~~ WE HAD DIFFICULTY IN OBTAINING THE TORRENS CERTIFICATE NUMBER

That the present Marital Status is the same and unchanged
from that shown in the loan Instrument TRUST DEEDS
DATED May 23, 1984

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 except 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 1384115.

LOT TWENTY SIX (26) (EXCEPT THE NORTH 5 FEET THEREOF) TOGETHER WITH ALL OF LOT
TWENTY FIVE (25) IN BLOCK 10, IN SOUTH CHICAGO, BEING A SUBDIVISION OF THE EAST
FRACTIONAL HALF OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 20, TOWNSHIP 37
NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PERMANENT INDEX #26-20-109-004


11557 Ave H
Chicago IL 60617

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.

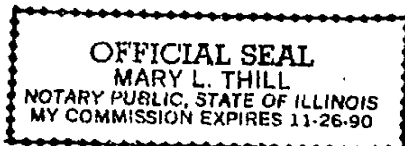

James A Cairo

I the undersigned a Notary of the public, Do hereby certify
that JAMES A CAIRO is personally known to
me be 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 13TH day of APRIL
19 87


Mary L Thill

Notary Public



REI Title Services # RT4-307

3613887

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Property of Cook County Clerk's Office



3613887

THIS INDENTURE, made this 23 day of May 1984,

between ROBERT J. SAWICKI & MARDELE F. SAWICKI (HIS WIFE IN JOINT TENANCY)

of the City of Chicago, 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 J. SAWICKI & MARDELE F. SAWICKI

(HIS WIFE IN JOINT TENANCY) justly indebted upon 1 Installment

the sum of SEVEN THOUSAND NINE HUNDRED & TWENTY & 60/100ths (7,920.60) Dollars, due

and payable as follows: \$ 132.01 on the 27th day of July, 1984. \$ 132.01 on the 27th day of each and every month commencing thereafter until said note is paid in full. The final payment of \$ 132.01 shall be due and payable on the 27th day of June, 1989 if not sooner paid.

The above amount includes interest & Principal. The proceeds of the above loan are \$ 5673.00

with interest at the rate of 13.25 per cent per annum.

all of said notes bearing even date herewith and being payable to the order of Commercial National Bank of Berwyn

Commercial National Bank of Berwyn
at the office of _____
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 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 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 TWENTY SIX (26) (except the North 5 feet thereof) together with all of LOT TWENTY FIVE (25) in Block 10, in South Chicago, being a Subdivision of the East Fractional half of the North West Fractional 1/4 of Section 20, township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois

TAX I.D. 26-20-109-004

11557 Ave. H, Chicago IL 60617

PAO

NOTE IDENTIFIED

REI Title Services # RT 44-307

ADD TO PLATE DEL. Attached

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
THIS IS A JUNIOR TRUST DEED

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Trust Deed

Insurance and Receiver

ROBERT J. SAWICKI & MARDELE F. SAWICKI

(HIS WIFE IN JOINT TENANCY)

TO

Commercial National Bank of Berwyn

A National Banking Corporation

ADDRESS OF PROPERTY:

11557 Ave H

Chicago, IL 60617

MAIL TO:
Commercial National Bank of Berwyn
3322 S. Oak Park Ave
Berwyn, IL 60402



IN DUPLICATE

1417762

3613887

Subscribed by

Address

Promised

Delivered

Address

Doc

Acct

Notar

MAY 5 1984
NOTARY PUBLIC
HARRY (BUSY) YOUNG

R.E.I.

3613887

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201
Order # R44-307

Commission Expires 1-2-87

(Impress Seal Here)

Notary Public

Robert J. Sawicki

Given under my hand and notarial seal this 23 day of May 1984

walver of the right of homestead.

instrument as Elmer 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 person S whose name are subscribed to the foregoing instrument,

(HIS WIFE IN JOINT TENANCY)

ROBERT J. SAWICKI & MARDELE F. SAWICKI

State aforesaid, DO HEREBY CERTIFY that

I, SMITH J. SMITH, a Notary Public in and for said County, in the

SS

STATE OF Illinois

COUNTY OF Paul

2883193

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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

RECORDED
INDEXED
MAY 11 1971
CHICAGO TITLE INSURANCE COMPANY

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

BY: James A. Cairo
dw

x Robert J. Sawicki (SEAL)
x Robert J. Sawicki (SEAL)
Myrdelle J. Sawicki (SEAL)
_____ (SEAL)

The note or notes mentioned in the within trust deed have been

identified herewith under Identification No. _____

Trustee

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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 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, 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 being 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 documenters' 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 surplus 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 hereinafore 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 or upon receiving reasonable charge therefor, and in case of the death, resignation,

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