



TRUST DEED

UNOFFICIAL COPY

4011653

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 11, 1991, between COMMERCIAL NATIONAL BANK of BERWYN, Berwyn, 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 Oct. 10, 1991 and known as Trust Number 910134, herein referred to as "First Party," and COMMERCIAL NATIONAL BANK OF BERWYN, A National Banking Corporation 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 One Hundred Twenty and 00/100ths (\$120,000.00) 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 Date of Disbursement

in monthly installments of principal and interest in the amount of One Thousand Two hundred Eighty-nine and 53/100ths (\$1,289.53) on the day of November 1991 and monthly installments of principal and interest in the same amount on the same day of the next successive eleven months thereafter, provided, however, that upon payment in full of all principal indebtedness hereunder, there shall be simultaneously paid to Lender all interest accrued through said date of payment with interest at the rate of 10.00% per annum initially, subject to modification as hereinafter set forth, all of which payments shall be made in the manner herein after set forth. Due: November 11, 2006.

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, demise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot 27 in Berwyn Gardens, a Subdivision of the South 1271.3 feet of the Southwest 1/4 of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax #16-19-331-020

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a party 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, awnings, 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 waste, and free from mechanics' 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 to holders of the notes, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, (f) refrain from making material alterations in said premises except as required by law or municipal ordinance, (g) pay before any penalty attaches 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, to furnish to Trustee or to holders of the note duplicate receipts therefor, (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest, (i) 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 companies 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 about to expire, to deliver renewal policies not less than ten days prior to 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 expedient, and may, but need not, make full or partial payments of principal or interest

MAIL TO: 4011653 THIS DOCUMENT PREPARED BY C. J. Hilbrich, V.P. dkr 3322 S. Oak Park Avenue, Berwyn, IL 60402 COMMERCIAL NATIONAL BANK OF BERWYN 332 S. Oak Park Avenue Berwyn, IL 60402 ATT'n. C. J. Hilbrich, V.P. dkr 3322 S. Oak Park Avenue, Berwyn, IL 60402 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2134 S. Oak Park Avenue Berwyn, IL 60402

PLACE IN RECORDER'S OFFICE BOX NUMBER 300-3-00 4011653 CAROL NOSELEY BRAUN REGISTRAR OF DEEDS AND MORTGAGES 4011653

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INQUIRY 5855 4011653

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on prior encumbrances, if any, and purchase... from any tax sale or forfeiture affecting said premises or contest any tax or assessment...

2. The Trustee or the holders of note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income of his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made (1) to foreclose sale, (b) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

10. Trustee may resign by 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

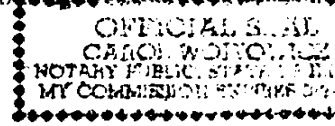
11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

THIS TRUST DEED is executed by the COMMERCIAL NATIONAL BANK OF BERWYN, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMERCIAL NATIONAL BANK OF BERWYN, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said COMMERCIAL NATIONAL BANK OF BERWYN personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COMMERCIAL NATIONAL BANK OF BERWYN personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK OF BERWYN, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN, As Trustee as aforesaid and not personally,  
By Carol Ann Weber, Trust Officer  
Attest Timothy T. Pullerton, Asst. Secretary

STATE OF ILLINOIS } SS  
COUNTY OF COOK }  
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Secretary of the COMMERCIAL NATIONAL BANK OF BERWYN, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.  
Given under my hand and Notary Seal this 11th day of November, 1991



Carol Wojcik  
Notary Seal

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD  
The instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_  
BY \_\_\_\_\_ TRUSTEE

2031653

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685539  
14/5/53  
IN DUPLICATE

4011653  
PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO 4011653

COMMERCIAL NATIONAL BANK OF BERWYN  
332 S. Oak Park Avenue  
Berwyn, Ill. 60402  
REGISTRAR OF TITLES  
CAROL NOSELEY BRAUN  
1653

4011653

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

2114 S. Oak Park Avenue  
Berwyn, Ill. 60402

THIS DOCUMENT PREPARED BY D. J. HILBRICH, V.P., 3322 S. Oak Park Avenue, Berwyn, Ill.

TOGETHER with all improvements, tenements, cements, fixtures, and appurtenances, hereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto which are pledged primarily and secondarily to the payment of the principal and interest on the note hereinafter described, as referred to herein as the "premises" which, with the property hereinafter described, as referred to herein as the "premises" shall be considered as constituting part of the real estate and 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.

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 waste, and (c) from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (d) pay when due any indebtedness which may be secured by a lien or charge on the premises or any part thereof; (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 in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which First Party may desire to contest; (i) 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in compliance with 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 about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, upon Trustee or the holder of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner licensed, expedient, and may, but need not, make full or partial payments of principal or interest.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the covenants and terms hereinafter set forth

Permanent Real Estate Tax #16-19-331-020

lot 27 in Berwyn Gardens, a Subdivision of the South 1271.3 feet of the Third Principal Meridian, in Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COURTY OF COOK AND STATE OF ILLINOIS, to-wit

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 hereby present, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in

the Office of Commercial National Bank of 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

payable at such banking house or trust company in

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

on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid

All such payments on account of the indebtedness evidenced by said note to be first applied to interest

19 \_\_\_\_\_ day of \_\_\_\_\_ that the final payment of principal and interest, if not sooner paid, shall be due on the \_\_\_\_\_ day of \_\_\_\_\_

Dollars or more on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and \_\_\_\_\_ thereafter until said note is fully paid except

Dollars or \_\_\_\_\_ more on the \_\_\_\_\_ day of \_\_\_\_\_, and \_\_\_\_\_ thereafter until said note is fully paid except

on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in installments (including principal and interest) as follows:

Date of Disbursement \_\_\_\_\_

Trust Agreement and \_\_\_\_\_

4011653

