

H168035 Mag
AR 313
GIT

UNOFFICIAL COPY

This indenture, made November 7, 1994, between the undersigned Trustee, N.A. Trust Company, a corporation organized under the laws of the State of Illinois, and the First Party, ANELIA H. ARAUJO, her heirs, successors or assigns, and known as trust number 119138 herein referred to as "First Party," and Chicago Title and Trust Company, 04003754 an Illinois corporation herein referred to as "Trustee," witnesseth that, whereas First Party has concurrently herewith executed an installment note bearing even date herewith in the principal sum of One Hundred and Five Thousand Only (\$105,000.00) made payable to bearer ANELIA H. ARAUJO, her heirs, successors or assigns which said Note the First Party promises to pay out of that portion of the trust estate subject to and in accordance with the terms, provisions and conditions of said Note, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum in monthly installments as follows: Two Thousand Five Hundred and Twenty Five (\$2,525.00) on the 7th day of December in 94 and Two Thousand Five Hundred and Twenty Five thereafter until said note is fully paid except that the last payment of principal and interest, if not sooner paid, shall be due on the 7th day of November 1999.

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 such installment unless paid when due shall bear interest at the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the home office of said Trustee in said City.

AMELIA H. ARAUJO in said City, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the home office of said Trustee in said City.

Now, therefore, First Party, to secure the payment of 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, convey, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, being and being in the City of Chicago, Cook County, Illinois, to wit:

Street Address: 627 West Erie Street, Chicago, Illinois 60616
 Permanent Index Number: 17-21-317-008-0000, Vol. 600
 Legal Description: Lot 26 in James Morgan's Subdivision of Lot 1 and the North 1/2 of Lot 2 in Block 41 in Canal Trustee's Subdivision of the West 1/2 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian and so much of the Southeast 1/4 as lies West of the South Branch of the Chicago River, in Cook County, Illinois.

DEPT-01 RECORDING 031.50
 T00014 TRAN 3528 11/29/94 15102100
 04773 MAR #04-003754
 COOK COUNTY RECORDER

Together with all improvements, tenements, easements, fixtures, and appurtenances to the premises, 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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter in or on the premises, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor plants, awnings, gloves 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 said Trustee, its successors and assigns, forever, to 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: (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 lien or charge to the holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any lien or charge is attached all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon request, to furnish to Trustee or to the holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm in the policy providing for payment by the insurance company 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 satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to 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 addenda thereto, to the 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; that Trustee or the holders of the note may, but need not, make any payment or perform any act herein before set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or from time to time any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Trustee or holder of the note may, but need not, be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
2. The Trustee or the holders of the 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 lien or claim thereon.
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 this 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) or procuring all such abstracts of title, title searches and examinations, guarantee 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 other than products of such suit or to evidence to holders of any title 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) proceedings 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 hereto; 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 of 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 lien 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 times 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 fit 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 in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for closing this Trust Deed, or by any, special assessment or other lien which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

3150

MORTGAGE TRUST DEED RIDER

THIS RIDER is expressly made a part of and incorporated by reference and attachment to the Trust Deed and the Installment Note held by AMELIA H. ARAUJO and secured by this Trust Deed dated November 5, 1994, 1994, between LAHALLÉ NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1994 AND KNOWN AS TRUST NO. 11-0188 and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as "Trustee" and placed as a recorded lien on real estate commonly known as:

627 West 18th Street, Chicago, Illinois 60610.

R-1. Restrictions On Transfer. Mortgagor covenants and agrees that without the prior written consent of the holder or holders of the Note secured by this Trust Deed (Mortgage) that the Mortgagor(s) will not sell, transfer, convey or cause to be conveyed, including by the transfer of or sale under Articles of Agreement for Deed or otherwise allow a lien to be placed against or encumber the real estate which is the subject of this Trust Deed (Mortgage), (including in the event title to the subject real estate is held by a Land Trust give an assignment direct or collateral of any beneficial interest in any land trust which holds title to the said real estate) so long as any part of the indebtedness due under said Note and secured by this Trust Deed (Mortgage) subsist and remains unpaid.

R-2. Lien. In the event of the occurrence of any such lien, encumbrance, assignment, sale, transfer, or conveyance without the previous written consent of the holder or holders of said Note, the holder or holders of said Note may in his or their sole discretion, consider such an act of default and without notice, declare the entire unpaid balance of the Note immediately due and payable, and may invoke any remedies permitted by this Trust Deed (Mortgage), without further notice or demand on Mortgagor.

R-3. Junior Security. The Mortgagors shall not have the right to place Junior (and Subordinate) Mortgages (Trust Deeds) (Mortgage) against the

R-4. Land Trust ABI. Title to the real estate (is) being placed in the Land Trust stated. The Mortgagor/Beneficiary has given, as collateral, an Assignment of Beneficial Interest to the Mortgagee in addition to other rights herein.

R-5. Cross-Default Provision. Borrower's (Mortgagor's) default or breach under any Note or Agreement which secures this Mortgage (Trust Deed) (Mortgage) an interest shall be a breach under the Mortgage Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument. (Trust Deed) (Mortgage). This Rider shall be attached to and incorporated by reference to the Note secured by said Rider.

15 AHA R-6. Late Payment. If any monthly installment due under the Note is more than ~~ten~~ Fifteen days late, there will be due an additional late payment charge in an amount equal to five (5%) of such late monthly payment but not to exceed \$125.00.

More than two (2) late payments during a calendar year, and more than seven (7) late payments during the life of the Note shall be considered a default and allow acceleration even if a late payment is accepted.

04003754

12730010

782521

UNOFFICIAL COPY

Property of Cook County Clerk's Office

04003754

04003754

11/15/2011

R-7. Performance/Default.

A. If Mortgagors (1) defaults by failing to pay when due any single installment or payment required to be made to Seller or under the terms of this or any other First Mortgage (or Trust Deed) on this Real Estate or under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Mortgagors or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Mortgagors within fifteen (15) days after written notice to Mortgagors (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Trust Deed (Mortgage) and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity:

- (1) Maintain an action for any unpaid installments;
- (2) Declare the entire balance due and maintain an action for such amount;
- (3) Forfeit the Mortgagor's interest under this Trust Deed (Mortgage) and retain all sums paid as liquidated damages in full satisfaction of any claim against Mortgagors, and upon Mortgagors' failure to surrender possession, maintain an action for possession under the Foreclosure Entry and Detainer Act, subject to the rights of Mortgagors to reinstate as provided in that Act.

B. As additional security in the event of default, Mortgagors assign to Seller all unpaid rents, and all rents when accrued thereafter, and in addition to the remedies provided above and in conjunction with any one of them Seller may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the failure to pay taxes, assessments, payments on other Mortgages on this Real Estate, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Mortgagors to Seller.

D. Anything contained in subparagraphs A. through C. to the contrary notwithstanding, this Trust Deed (Mortgage) shall not be forfeited and determined, if within 20 days after such written notice of default, Mortgagors tender to Seller the entire unpaid principal balance of the Note and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the promises or monetary claims arising from note or obligations of Mortgagors under this Trust Deed (Mortgage).

E. In the event of a default in the payment (when due) of the underlying Note, the Debtor agrees to pay all costs, expenses and fees of collection, including reasonable attorney's fees and court costs. The Debtors shall be jointly and severally liable under the Note-Guarantee, and hereby waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this Note. No delay or omission on the part of the Bearer in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bearer of any right or remedy shall preclude other or further exercise of any right or remedy.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01000000

01000000

R-8. **Assignment of Rents.** All right, title and interest of the Mortgagors in and to all present leases affecting the Premises, and including and together with any and all future leases upon all or any part of the Premises, and together with all of the rents, income, receipts, revenues, issues, and profits from or due or arising out of the Premises have been transferred and assigned simultaneously herewith to the holder of Note as further security for the payment of the indebtedness under the provisions of a certain instrument captioned Assignment of Rents, of even date herewith, executed by Mortgagors and to be recorded simultaneously herewith, the terms, covenants, and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All future leases affecting the Premises shall be submitted by the Mortgagors to the Holder of the Note for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to the Holder of the Note by instrument in form satisfactory to the holder of the Note. All or any such leases, shall, at the option of the Holder of the Note, be paramount or subordinate to this Mortgage.

R-9. **Prepayment.** The Mortgagor(s) may prepay all or any part of the principal balance remaining from time to time unpaid on the Note secured by this Trust Deed (Mortgage) at any time without penalty.

R-10. **Recording.** Mortgagor(s) shall pay for the costs of recording the Trust Deed (Mortgage), the obtaining and recording of a Release of the Trust Deed (Mortgage) and of providing a Lender's Title Insurance Policy.

R-11. **Insurance.** Mortgagors agree to pay prior to closing the first year's premium building insurance naming the lender as a loss payee.

R-12. **Taxes.** Mortgagors shall make the payment of semi-annual tax bills and annual building insurance premiums at least ten (10) days prior to the due dates and send evidence of same to the holder within ten (10) days of payment.

R-13. **Tax/Insurance Escrow.** The Mortgagors shall give Lender proof of payment of all taxes and insurance when due. If said payments are late, then in addition to the payment of principal and interest, the Mortgagors shall be obligated to pay monthly to the Holder/Lender as a separate monthly payment into escrow (in addition to any (monthly) installments of principal and interest) a sum equal to one-twelfth (1/12) of the annual real estate taxes as ascertained from the last known tax bill and 1/12 of the annual insurance premium, and the Buyer shall make an initial escrow deposit of \$1000.00, being an amount equal to approximately three (3) months of taxes.

UNOFFICIAL COPY

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 4 0 0 3 7 5 4

R-14. Brokerage Fee. There is no brokerage or finders fee in this transaction.

R-16. Waiver. Any waiver by the Holder of the Note of the provisions of this paragraph shall not be deemed to be a waiver of the rights of the Holder of the Note of the provisions of this paragraph shall not be deemed to be a waiver of the rights of the Holder of the Note to insist upon strict compliance with the provisions of this paragraph in the future.

THE TERMS OF THIS RIDER ARE INCORPORATED BY ATTACHMENT AND REFERENCE TO THE IDENTIFIED UNDERLYING NOTE.

IN WITNESS, the hand and seal of the Mortgagor(s) this 7 day of NOVEMBER, 1994.

MORTGAGOR:

Trust, N.A.,

LASALLE NATIONAL BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED
NOVEMBER 2, 1994 AND KNOWN AS TRUST
NO. 11-9188 & not personally

This instrument prepared by:
Richard D. Joseph, Esquire
59 West Jackson Boulevard
Suite 1750
Chicago, Illinois 60604
Tel: 312-841-0227
Fax: 312-939-0402

By: _____

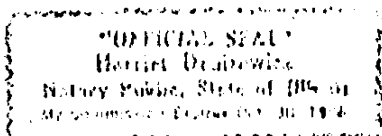
Its: Vice President

Attest: Nancy A. Stack Asst Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)SS:

I, Harriet Donisowicz, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Corinne Bok and Nancy A. Stack, the Vice President and Asst Secretary of Lasalle National Bank and Trust Company of, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank; and the said Asst Secretary acknowledged that she, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

GIVEN under my hand and notarial seal this 7th day of November, 1994.



Harriet Donisowicz
Notary Public

ONE HUNDRED ATTACHED HERETO
AND MADE A PART HEREOF

Trust, N.A.

This Agreement is executed by the undersigned, LASALLE NATIONAL BANK, not individually, but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, of for the validity or condition of the title to said property, or representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of LASALLE BANK is hereby expressly waived by the parties hereto and their respective "personal representatives, executors, heirs, successors, and assigns".

04003754

UNOFFICIAL COPY

Property of Cook County Clerk's Office

04003754

04003754

04003754