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Illinois Anti-Predatory Lending Database Program

Doc#: 2100713209 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/07/2021 02:02 PM Pg: 1 of 7

Certificate of Exemption

Acc m 2020 103 NB

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CUB
12/1

Report Mortgage Fraud

844-768-1713

The property identified as: **PIN:** 16-11-129-014-0000

Address:

Street: 421 N. Avers Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60624

Lender: Chicago Title Land Trust Company

Borrower: Benjamin Munoz

Loan / Mortgage Amount: \$157,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 9A47D549-4EFB-4382-A8E8-3D3140D20FCE

Execution date: 11/1/2020

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Trust Deed

Trust Deed No. 7 Individual
Mortgage One Installment Note
Interest included in Payment
USE WITH NOTE 7
Form 807 R.6/02

Property of *COPIES*

This Trust Deed consists of six or seven pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part of hereof and shall be binding on the Mortgagor(s), his/her/their heirs, successors and assigns.

THIS INDENTURE, made December 2, 2020, between, Benjamin Munoz, a married person, herein referred to as "Mortgagor(s)" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as Trustee, witnesseth:

THAT, WHEREAS the Mortgagor(s) is/are justly indebted to the legal holder of the Installment Note or Installment Notes hereinafter described ("Note"), said legal holder or holder being herein referred to as Holders Of The Note, in the Total Principal Sum of ONE HUNDRED AND FIFTY SEVEN DOLLARS AND NO/100 (\$157,000.00), evidenced by certain Note of the Mortgagor(s) of even date herewith, made payable to THE ORDER OF BEARER and delivered, in the and by which said Note and Mortgagor(s) promised to pay the said principal sum and interest from December 1, 2020 on the balance of the principal remaining unpaid at the rate of 10% per annum in installments (including principal and interest) as follows: ONE THOUSAND THREE HUNDRED EIGHT DOLLARS AND 30/100 (\$1,308.30) and the same amount on the same day of each month thereafter until May 1, 2024 on which date the Mortgagor(s) will make his/her/their monthly mortgage payment along with any unpaid principal due at that time. 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 each installment unless paid when due shall result in liquidated damages of:

1. \$50.00 PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at: 1200 Shermer Rd., #102, Northbrook, IL 60062.

NOW, THEREFORE, the Mortgagor(s) 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 the performance of the covenants and agreements herein contained, by the Mortgagor(s) to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by

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these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, lying and being in the, COUNTY OF COOK AND THE STATE OF ILLINOIS, to wit:

LOTS 33 AND 34 IN LEONARD'S SUBDIVISION OF BLOCK 16 IN F. HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 421 N. Avers Ave., Chicago IL 60624

PIN #: 16-11-129-014-0000 & 16-11-129-015-0000

THIS IS NOT HOMESTEAD PROPERTY

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issued and profits thereof for so long and during all such times as Mortgagor(s) 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 therein or thereon used supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilations, including (without restriction the foregoing), screens window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves, and water heaters. All of the foregoing are declared to be 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 the mortgagor(s) or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor(s) do hereby expressly release and waive.

WITNESS the hand and seal of Mortgagors the day and year first afore written.

Benjamin Munoz
Benjamin Munoz

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STATE OF ILLINOIS

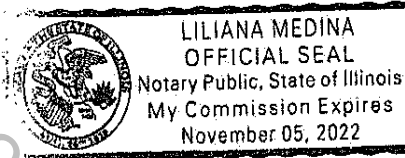
SS

COUNTY OF COOK

I, LILIANA A. MEDINA, a Notary Public in and for the residing in the Cook County, in the state aforesaid, DO HEREBY CERTIFY THAT Benjamin Munoz who is / are personally know to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he / she / they signed, sealed and delivered the said Instrument as his / her / their free and voluntary act, for the uses and purposes therein set forting.

Given under my hand and Notarial Seal this 1st Day of November 2020.

Notary Public



Notarial Seal

THE COVENANTS, CONDITIONS AND PROVISION PREVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagor(s) shall (a) promptly repair, restore and rebuild and buildings or improvements now 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 an 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 Note, (d) complete within a reasonable time, (i) and building or buildings now under construction, (ii) or any building or buildings to be constructed upon said premises; (e) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof, (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor(s) shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Trustee or to the holder of the Note duplicate receipts therefore. To prevent default hereunder Mortgagor(s) shall pay in full under protest, in the manner provided by statute, any taxes or assessments which Mortgagor desires to contest.
3. Mortgagor(s) shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies provided for payment by the insurance companies or money 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 holder of the Note, under insurance policies payable, in case of loss or damage, the Trustee for the benefit of the holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holder of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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4. In case of default therein, the Trustee or the holders of the Note, or any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagor(s) in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchases, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Trustee or the holder of Note, or of any of the, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the 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 a rate equivalent to the highest post maturity rate set forth in the Note secured by this Trust Deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of the Trustee or the holder of the Note shall never be considered as a waiver of any right accruing to him/her/them on account of any default hereunder on the part of the Mortgagor(s).

5. 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 title or claim thereof.

6. Mortgagor(s) shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the installment Note, and without notice to Mortgagor(s), all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the installment Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making any payment on the installment Note, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor(s) herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note, or the 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 of expenditures and expenses, which may be paid or incurred by or on behalf of the Trustee or holders of the Note, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlay of documentary or expert evidence, stenographers charges, publications costs and cost (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches and examinations, guarantee policies, Torrens certificates, and similar dates and assurances with respect to title as Trustee or holder of the Note, or any of them, and deem to be reasonably necessary either to prosecute such suit or to evidence to bidder at any sale which may be had pursuant to such decree to true conditions of the title to or the failure 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 a rate equivalent to the highest post maturity rate set forth in the Note securing the Trust Deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holder of Note in connection with (a) any proceeding including probate and bankruptcy proceeding, 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) preparation 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.

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8. 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 the evidenced by the principal Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal Note; fourth, any over plus to Mortgagor(s), their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a notice to foreclose this Trust Deed, the court in which such notice 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 Mortgagor(s) at the time of application for such receiver 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 the power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor(s), 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 usually 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 authorized the receiver to apply the net income in his hand in payment to whole or 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 prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in the action at law upon the Note hereby secured.

11. Trustee of 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.

12. 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 the 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, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof 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 principal 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 the successor trustee, such successor Trustee may accept as the genuine Note herein described any Note which bear an identification number purporting to be placed thereon by a prior Trustee hereunder or which conform in substance with the description herein contained of the principal Note and which purport to be executed by the persons herein designate as the maker thereof; and where the release is requested of the original Trustee and it has never placed its identification number on the principal Note described herein, I may accept as the genuine principle Note herein described which may be presented and

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which conform in substance with the description herein contained of the principal Note and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provision hereof, shall extend to the binding upon Mortgagor(s) and all persons claiming under or through Mortgagor(s), and the word "Mortgagor(s)" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal not of this Trust Deed.

16. The Mortgagor(s) hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf of each and every person, except decree or judgment creditors of mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

17. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this Trust Deed.

The provision of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FIELD FOR RECORD.

Identification No. 830004

CHICAGO TITLE LAND TRUST COMPANY

BY *Suzanne M. Helbert*
Assistant Vice President, Assistant Secretary.



Trust Deed 7. Individual Mortgagor One Installment Note Interest Included in Payment Use with Note 7 Form 8/7 R 6/02

RECORDER'S OFFICE BOX NUMBER 3333

MAIL TO:

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Migdal & Associates, Ltd.
1200 Shermer Rd., #102
Northbrook, IL 60062

421 N. Avers Ave.
Chicago, IL 60624