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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Robert R. Chene
RECORDER OF DEEDS

TRUST DEED

JAN 13 '71 2 12 PM
21 370 344

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THE ABOVE SPACE FOR RECORDERS USE ONLY

21370-3 59-60-489H1000

THIS INDENTURE, made January 12 1971, between
PANTALEON PEREZ and CARMEN PEREZ, his wife,

herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein-
after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SIX THOUSAND AND NO/100-----Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER
OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from
date of closing on the balance of principal remaining from time to time unpaid at the rate of
eight per cent per annum in instalments as follows:

ONE HUNDRED FORTY-FIVE AND no/100-----

Dollars on the 1st day of March 1971 and
ONE HUNDRED FORTY-FIVE AND no/100-----

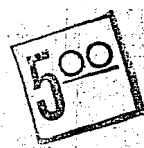
Dollars on the 1st day of each month thereafter until said note is fully paid ~~except that the first~~
~~two payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid~~
principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due
shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at
such banking house or trust company in Illinois, as the holders of the note may, from time to time,
in writing appoint, and in absence of such appointment, then at the office of Madeline Serwetnik,
Business 9410 W. Grand Ave., Franklin Park, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, pro-
visions and conditions of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed,
and they in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-
RANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

being and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS,
to-wit:

Lot 39 in Subdivision of Blocks 5 and 6 in Cliffords Addition to Chicago said Addition
being a Subdivision of part of the East 1/2 of the South West 1/4 (except E 1/2
SE 1/4 SW 1/4) of Section 1, Township 39 North, Range 13 East of the Third
Principal Meridian, in Cook County, Illinois.

THIS IS A PART PURCHASE MONEY MORTGAGE



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

Together with all improvements, tenements, assessments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof
for the 50 years and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and
improvements) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light,
power, ventilation (whether single units or centrally controlled), and ventilation, heating (without restricting the foregoing), screens, window
blinds, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part
of the premises, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the
premises, by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

THEY (AND HEIR) 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 Law of the State of Illinois, which said rights
and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse
side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mort-
gagors, their heirs, successors and assigns.

Witness the hand, S. and seal, S. of Mortgagors the day and year first above written.

[SEAL] *Pantaleon Perez* [SEAL]
[SEAL] *Carmen Perez* [SEAL]



I, *David Treumann*
ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
PANTALEON PEREZ and CARMEN PEREZ, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed, sealed, and
delivered the said instrument as their 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 12th day of January A.D. 1971

David Treumann
Notary Public.

21 370 344

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become... (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises... (4) upon request exhibit satisfactory evidence of the discharge of such prior lien or Trustee or to holders of the note... (5) comply with all... or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises... by law or municipal ordinance. 2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges... prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may be liable to pay. 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or... under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing... or to pay full the indebtedness secured hereby. All in coineries satisfactory to the holders of the note, under insurance policies... or less or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause... policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance... deliver renewal policies not less than ten days prior to the respective date of expiration. 4. Mortgages shall, in the event of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required... in form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior... and purchase, any and purchase, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any... affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all... incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note... mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein... shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and... at the rate of seven per cent per annum. Inclusion of Trustee or holders of the note shall never be considered as a waiver of any... on account of any default hereunder on the part of Mortgages. 5. Trustee or the Holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so... to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the... in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any... or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement... of the Mortgages herein contained. 7. Indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the... In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree... and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's... outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as... to the trustees or the decree or decree procuring such evidence, title searches and examinations, guarantee policies, Torrens... data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, either to... and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby... and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of... with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as... defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any... hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any... proceeding which might affect the premises or the security hereof, whether or not actually commenced. 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... to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all... principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or... as may appear. 9. 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... may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages at... for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a... the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits... the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption,... or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be... rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession... and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to... in his hands in payment in whole or in part of: (1) the indebtedness secured hereby; or by any decree foreclosing this trust... or other lien which may be or become superior to the lien hereof or of such decree, provided such application... (2) the deficiency in case of a sale and deficiency. 10. Nothing in the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to... at law upon the note hereby secured. 11. 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... the premises. 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this... nor shall Trustee be liable for any loss or damage caused by gross negligence, misconduct or that of the agents or employees of Trustee, and it may reside indemnities satisfactory... any power herein given. 13. Trustee may, at any time, release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebted... after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been... Trustee may, at any time, without inquiry, Where a release is requested of a successor trustee, such successor trustee... genuine note herein described or any note which bears a certificate of identification purporting to be executed by a prior trustee... and where the release is requested of the original trustee, the original trustee has never executed a certificate on any instr... as the note described herein, it may accept as the genuine note herein described any note which may be presented and which... with the description herein, of the note and which purports to be executed by the persons herein designated as... 14. 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... of the resignation, inability, or death of Trustee, the then Recorder of Deeds of the county in which the premises... Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given... Successor shall be entitled to reasonable compensation for all acts performed hereunder. 15. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mort... Mortgages" when used herein shall include all such persons and all persons liable for the payment of the Indebtedness or any... or not such persons shall have executed the note of this Trust Deed.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE INSTRUMENT SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the Trust Deed has been identified herewith under Identification No. 111-217-588

CHICAGO TITLE AND TRUST COMPANY, as Trustee, by Vernan Dardas, Assistant Secretary, Assistant Vice President, Assistant Trust Officer

21 370 344

DELEIVER CITY INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

NAME: PLACK AND WROBEL
ADDRESS: 1117 N. ASHLAND AVE.
CITY: CHICAGO, ILL. 60642
OR
RECORDER'S OFFICE BOX NUMBER: 544

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

914 N. CALIFORNIA AVE.
CHICAGO, ILL.

END OF RECORDED DOCUMENT