

UNOFFICIAL COPY

TRUST DEED

22 605 487

Form 807 Rev.

S-HC-30299

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made January 19th, 1974, between Eric Rios and Louise A. Rios, his wife & Ronald McDonald and Barbara J. McDonald, his wife,

herein referred to as "Mortgagors," and UNION NATIONAL BANK OF CHICAGO, a National Banking Association 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twenty-one Thousand and no/100ths \$21,000.00 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 the 9 3/4% per cent per annum in instalments as follows: Two Hundred Twenty-two & 47/100ths \$222.47

Dollars on the 1st day of April 19 74 and Two Hundred Twenty-two & 47/100ths \$222.47

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March 19 89. 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 each instalment unless paid when due shall bear interest at the rate of 9 3/4% per cent 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 office of Union National Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby convey unto the Trustee, its successors and assigns, the herein described Real Estate and all of their estate, right, title and interest therein, situate, lying and

being in the to wit:

City of Chicago COUNTY OF Cook

AND STATE OF ILLINOIS.

Lot 37 in Dalenberg's Subdivision of that part lying East of Thornton Road of Lot 21 in the Assessor's Division of the West half of the North West quarter and The west half of the South west quarter of Section 15, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

This Trust Deed may be prepaid in whole or in part at any time. Six Months advance interest is due and payable hereon at the rate stated above on that part of the aggregate amount of all prepayments so made on this Trust Deed during any one year period which exceeds 20% of the original principal amount of the loan evidenced by this Trust Deed.

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

TOGETHER with all improvements, fixtures, furniture, appurtenances thereto belong, in, on all rents, issues and profits thereof for so long and during all such time the Mortgagors may be entitled thereto (whether attached to the real estate and not secondary) and all apparatus, equipment or articles now or hereafter therein for thereon used to supply heat, power, air conditioning, refrigeration, whether single units or centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm shades, air conditioners, heating, cooling, 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 any similar 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.

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 hereinafter 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 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 mortgagors, their heirs, successors and assigns.

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

Eric Rios

[SEAL]

Louise A. Rios

[SEAL]

Louise A. Rios

Ronald McDonald

[SEAL]

Barbara J. McDonald

[SEAL]

Barbara J. McDonald

Margaret Lupo

I, Margaret Lupo, a Notary Public in and for residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric Rios and Louise Rios his wife, and Ronald McDonald and Barbara McDonald, his wife,

are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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

19 day of January A.D. 19 74

Margaret Lupo

Notary Public

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

4. In case of default therein, Trustee or his agent may, but shall not be compelled to, make full or partial payment or otherwise satisfy all or any part of the note, principal, or interest on prior notice to the maker, and all expenses paid or incurred by Trustee in so doing, shall be advanced by Trustee and become a part of the note to be paid by the maker.

4. In case of any form and manner default by Mortgagor in payment of any sum or amount due under this Mortgage, if any, and/or purchase of premises or contest any title thereto, all money paid by Trustee or his agent or attorney in connection therewith, including reasonable compensation for such services, and any other expenses advanced by Trustee or his agent or attorney in which action herein aforesaid may be taken, with interest thereon at the rate of six percent per annum from the date of payment or advance until paid, shall become immediately due and payable without notice or demand, and shall never be considered as a waiver of any right according to them or account of any per cent deduction or otherwise on the part of Mortgagor.

7. When I die in this house hereby secured shall become due whether by acceleration or otherwise, holders of the note or notes indebtedness in the amount thereof, and may be allowed and included as expenses of collection, attorney's fees, court costs, and other expenses of collection, including reasonable expenses of advertising, publication, and notice, and reasonable expenses of removal, storage, and delivery of the Mortgagor's property, and all other expenses of collection, including reasonable expenses of advertising, publication, and notice, and reasonable expenses of removal, storage, and delivery of the premises.

7. When I am indebted hereby security shall be given to me for all expenses and attorney's fees which may be incurred by or on behalf of me in the collection of the note, including costs and expenses of process, publication, examination and guarantee policies, and in the prosecution of any action or proceeding to collect the same, and in the enforcement of any judgment or decree obtained in such action or proceeding, and in the recovery of any moneys due me under the note, and in the defense of any suit or proceeding brought against me in connection therewith.

right to foreclose the title for all expenses and expenses which may be incurred by the appraiser's fees, costs, and documentary and expert evidence, stenographic and otherwise, to be expended, and for any of the decree of quieting all such abatements of title, title search, deemed to be reasonable, to the value of \$¹,⁰⁰⁰.
and assurances with respect to title as trustee or holders of the note, and immediately thereafter, shall become so much additional indebtedness secured hereby and immediately thereafter, either as plaintiff, claimant or defendant, or incurred by trustee or holders of the note in connection with the suit, or the foreclosure

for appraiser's fees, outlays of expenses, or (c) the amount of the decree) of proceeds of property which may be had pursuant to such decree the trustee shall become entitled to all the rights and title which may be held by the trustee in respect of such property, and the same shall become the absolute and undivided property of the trustee, and the trustee shall have the right to sell or otherwise dispose of the same at public auction or otherwise, and the proceeds of such sale shall be paid over to the holders of the note in accordance with the terms of the note.

which under the terms of the instrument, constitute secured indebtedness, unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legatees or assigns, as their rights may appear.

third, all principal and interest remains with the original owner, and the rights may appear to have been sold to another. In such cases, the original owner, or at any time after the filing of a bill to foreclose this trust deed, may, after sale, without regard to the date of sale, withdraw the premises or the same shall be then occupied by the new holder of title, who may collect rents and profits of said premises during the period of redemption, which may be extended by the court, if application is made thereto, and may be applied to the payment of the receiver's fees. Such receiver, with the consent of the court, may collect such rents and profits as may be due him, and, in case of such deficiency, during the full term of such receiver, except for the protection of the original owner, in such cases for the protection, control, management and collection of rents and profits, and for the application of the net amount to the payment of his hands and head.

les. Such application may be made at any time during the pendency of the foreclosure suit and, if received by the trustee hereunder, shall be deemed valid and a deficiency, the intervention of such receiver, or the application of such receiver to any other receiver, shall not affect the right of the trustee hereunder to receive payment of the principal sum and interest due thereon, and the trustee hereunder shall be subject to any defense which would not be good and available to the trustee hereunder, and no action or proceeding against the trustee hereunder for any act or omission in connection therewith shall be permitted to be brought.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available to the party instituting same in an action at law upon the note or security given.

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 for the purpose of examining the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this instrument or any other instrument in the office of the Register of Deeds of Trustee, and it may require indemnities satisfactory to it before doing so.

Further, mortgagors herewith agree and covenant to pay, in addition, 1/12th of
the taxes and insurance premium, per month, to be applied as

Further, mortgagors herewith agree to pay to the Lender, on or before the first day of January of each year, the annual real estate taxes and insurance premium, per month, tax and insurance reserve.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 25 '74 10 31 AM

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I M P O R T A N T
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED 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
No. 001455

herewith under Identification No. UNION NATIONAL BANK OF CHICAGO, as Trustee.
by *Wendell A. Leger*

D	NAME	Union Natl Bank of Chicago
E		
L	STREET	
I		
V	CITY	
E		
R		
Y	INSTRUCTIONS	OR RECORDERS OFFICE BOX NUMBER 14

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

128 East 111th Street
Chicago, Illinois

THIS INSTRUMENT WAS PREPARED BY
UNION NATIONAL BANK OF CHICAGO
11103 S. MICHIGAN AVENUE
CHICAGO, ILLINOIS 60628

END OF RECORDED DOCUMENT