UNOFFICIAL COPY

| GEORGE E. COLEO | FORM No. 206 | | | | | |
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| LEGAL FORMS | May, 1969 | 1974 APR 11 | and . | • | RECORDER C | |
| TRUST DEE For use with N (Monthly payments | D (Illinois) ote Form 1448 | | | 22 681 | 843 | |
| (Monthly payments In | including interest) | APR-11-74 78 | 4778 • 22 | :681843 • A | Rec | 5. 00 |
| | | | | or Recorder's Use Or | | |
| THIS INDENTURE, m | | 1 29, 19 74, betw | cen Aquili | no Ramirez ar herein refer | nd rred to as "Mor | teagors," and |
| <u>Catalina Ran</u> | | ALE TRUST AND SAVINGS | DANY | | | |
| n rein referred to as "I ter. 1ed "Installment No | rustee," witnesseth: te," of even date h | That, Whereas Mortgagors are jerewith, executed by Mortgagors, | ustly indebted to th made payable to l | e legal holder of a Bearer | principal pror | nissory note, |
| e d delivered, in and by | which note Mortga | gors promise to pay the principal | _{sum of} Sixteen Dollars, an | hundred twelv d interest from .de | te of dial | bursement |
| on the lale to of princi | pal remaining from | time to time unpaid at the rate of | of per c | ent per annum, suc | n principal som | Dollars |
| on the div or | ments as follows:_} | Sixteen hundred twelve, 19 74, and Sixteen hu | ndred twelve | and 08/100 | enincinal and it | Dollars |
| on the SER day | each and every mor | Ith theteaties mutit said note is ter | th burnt empeter mer. | | | an auddensed |
| of said installments cur | ed ist to accrued a | to the extent not paid when due | to bear interest aft | er the date for pays | ment thereof, a | t the rate of |
| per cent per or at | um, and all such p such oth r plate as | ayments being made payable at the legal holder of the note may, f | rom time to time, in | writing appoint, whi | ch note further occrued interest | provides that thereon, shall |
| at the election of the leg- become at once due and p | ni holder there if a consayable, at the process | ayments being made payable at — the legal holder of the note may, f, without notice, the principal sum of payment aforesaid, in case defaul of or in case default shall occur ar may be made at any time or pay ent, notice of dishonor, p ment of the said principal sum of | t shall occur in the part of continue for three | days in the perform | f any installment ance of any oth without notice | it of principal ier agreement and that all |
| contained in this Trust I parties thereto severally | Deed (in which event waive presentment | or pays ent, notice of dishonor, p | after the expiration rotest and notice of p | or said three days, | h the terms o | rovisions and |
| NOW THEREFOR | E, to secure the pa, mentioned note an | or pays ent, notice of dishonor, p ment of the said principal sum of d on the Tust Deed, and the per consideratio of the sum of One I WALP AT muto the Trustee, list therein, stuat, lying and being | money and interest formance of the cov Dollar in hand paid | t in accordance with cenants and agreemed, the receipt where | nts herein cont | ained, by the cknowledged, |
| Mortgagors to be perfo Mortgagors by these pro | rmed, and also in o sents CONVEY and sight sittle and interes | st therein, ituat, lying and being | s or his successors a | and assigns, the folio | owing described | Real Estate, |
| City of Chica | igo | COUNTY OF Cook | | AND ST | ATE OF ILLI | NOIS, to wit: |
| Lot 40 in 8 | ubdivision o | f the North half 181 | ock 51 in Sub | division of | lian. | |
| | ownship 39 N | orth, Range 14 Fast (f | the Third Fr | incipal meric | <i>be</i> | |
| Section 19, 1 | • | | | | | |
| Section 19, 1 | • | |), | | / <i> </i> | |
| Section 19, 1 | • | | 42 | | | 00 |
| - | | | Upx. | | | 00 |
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| - | | ood, is referred to herein as the "enements, casements, and appurit gors may be entitled thereto kind ill fixtures, apparatus, equipment | premises," nances thereto printing issues and in articles now or h | iging, and all rents, profit—a pledged pi ere iter to year or to | issues and profitmerily and on thereon used to atlon, including | is thereof for a parity with supply heat, (without re- |
| which, with the proper TOOETHER with so long and during all said real estate and not gas, water, light, power stricting the foregoing). | y hereinafter descrit all improvements, i uch times as Morigi scondarily), and a , refrigeration and screens, window sha | ocd, is referred to herein as the " enements, easements, and appurit gors may be entitled thereto (whi if fixtures, apparatus, equipment qir conditioning (whether single des, awnings, storm doors and wi ease to the mortgaged premi | premises," ch rents, issues and in raricles now or h nits or centrally con dows, floor coverin | iging, and all rents, profit— pledged profit are further or the profit of the profit o | issues and profit imprily and on intercon used to atlon, including wes and water or not, and it i | ts thereof for a parity with supply heat, (without reheaters. All s agreed that |
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments; water charges, sewer to charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the origin it of duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by attitude and an example of the manner provided by attitude and an example of the manner provided by
- 4. In case of default it with Trustee or the holders of the note may, but need not, make any payment or perform any net hereinbefore required of Mortgagors in any form are manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances; if any, ..., proceed and all expenses prior encumbrances; if any, ..., proceedings and remises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or insurred in correction, therewith, including reasonable attorneys' feet, and any other moneys advanced by Trustee or the holders of the note to protect the mort aged promises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be sken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest timeer, as 'he rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruir; to to emen account of any default herender on the part of Mortgagors.
- 5. The Trustee or the holders of the note here y set used 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 and or estimate or into the validity of any tax, assessment are forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness he cin men'and, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the principal note, and without r use to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust De 1 to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due wheth." | 1' terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the '... he cof and also shall have all other rights provided by the laws of illinois for the enforcement of a mortgage debt. In any suit to foreclose the '... he cof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incur ted 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 evi '... stemporaphers' charges, publication costs and costs (which may be estimated as to lems to be expended after entry of the decree) of procur' as 's such abstracts of title, title searches and examinations, guarantee policles, Torrens certificates, and similar data and assurances with resp. tit (title arrivate or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale w' ... may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the not ... 'n this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest the or 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 action unto recedency in the title to or the expense of the note in connection with (a) any action unto recedency in the title to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, c. ment r defendant, by reason of this Trust of proceedings are provided by the state of the connection with (a) any action unto recedency in the connection with (a) any action unto recedency in the party of the connection with (a) any action untor receiver hereof after accrual
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of distributed and applied in the following order of distributed and applied in the following order of distributed and applied in the process and all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the ote hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, the distributed secured indebtedness additional to that evidenced by the ote hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, the distributed and applied in the following order of distributed and applied in the following order o
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed my apper in a receiver of said premises. Such appointment may be made either before or after said, without notice, without regard to the tolowney or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same half by the occupied as a homestead or not and the Trustee herounder may be appointed as such receiver shell have power to collect must relieve and profiles of said premises during the pendency of such foreclosure suit and, in case of a said and a deficiency, during the full star after period for redemption, whether there be redemption on on, as well as during any further times when Mortgagors, except for the intervention of such receiver, sould be entitled to collect such rents, issues and profiles, 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 in his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action 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 for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 his own gross negligence or missonduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 strow without inquiry. Where release is requested of a successor trustee, such successor trustee may accept as the genuline note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereaunder or which conforms in substance with the description herein cannined of the principal 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 he has never executed a certificate on any instrument identifying same as the principal note and which purports 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 or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical tile, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

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

identified herewith under Identification No. LAWNIAGE TRUST AND SAMENCE BANK