

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

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TRUST DEED

THIS INSTRUMENT made May 20, 1974, between

Armando Ruiz and Gladys Ruiz, 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 have justly indebted to the legal holder or holders of the Instrument Note hereinafter described said legal holder or holders being herein referred to as Holders of the Note in the principal sum of EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100 - - - (\$18,500.00) - - - Dollars

evidenced by one certain Instrument of the Mortgagors of even date herewith, made payable to THE ORDER OF BANK OF RAVENSWOOD and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 20, 1974 on the balance of principal remaining from time to time unpaid at the rate of Seven and Eight Tenths (7.8) - - percent per annum in installments including principal and interest as follows:

One Hundred Fifty-Two and 45/100 - - (\$152.45) - - Dollars on the 1st day of July 1974 and One Hundred Fifty-Two and 45/100 - - 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 June 1974.

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 installment unless paid when due shall bear interest at the rate of eight percent 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 BANK OF RAVENSWOOD in said City.

NOW, THEREFORE, the Mortgagors do warrant the payment of the said principal sum of money and interest in accordance with the terms, provisions and conditions of this trust deed, and the performance of the covenants and agreements hereon contained by the Mortgagors to be performed, and also in consideration of the sum of the Dollar in hand paid, the receipt whereof is hereby acknowledged, that they have presented CASH and WAIVER OF DEFENSE to the Trustee designated and assign the following described Real Estate and all of their estate right title and interest therein, situate, lying and being in the County of Cook AND STATE OF ILLINOIS

Lot 11 (except the South 20 Feet) In J. W. Zanders and Company's subdivision of Lot 1 In Superior Court Division of Lot 2 In Superior Court Partition of the West 1/2 of the North West 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY BARBARA TAYLOR BANK OF RAVENSWOOD 1025 WEST LAWRENCE AVE. CHICAGO, ILLINOIS 60640

TOGETHER with all improvements, accessories, easements, fixtures, and appurtenances thereto, belonging, and all rents, issues and profits thereof, together and during all such times as Mortgagors may be entitled thereto (which are pledged hereto and on a parity with said real estate and on a secondary and all apparatus, equipment or articles here or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) systems, window shades, storm doors and windows, floor coverings, major beds, awnings, 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 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. 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 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 Armando Ruiz Gladys Ruiz, His Wife - - -

STATE OF ILLINOIS ss. I, Barbara Taylor, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Armando Ruiz and Gladys Ruiz, His Wife - - - are personally known to me to be the same persons whose names are subscribed in 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. Given under my hand and Notarial Seal this 20th day of May, 1974. Barbara Taylor Notary Public

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

1. Mortgagors shall (1) promptly repair or rebuild any building or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances 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 prior lien to Trustee or to holders of the note; (4) comply with all requirements of any building or building code now or at any time in process of enactment upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby by all companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clauses to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders 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.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors 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 purchase, 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 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 rate of per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
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 claim thereof.
6. Mortgagors 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 note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable for immediately, in the case of default in making payment of any installment of principal 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 Mortgagors herein contained.
7. 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 at the entry of the decree, of procuring all such abstracts of title, title searches and examinations, Torrens certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note any sale 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including protest and summary proceedings, 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 in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or 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, an 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 that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus or overplus to Mortgagors, then their legal representatives or assigns as their rights may appear.
9. 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 Mortgagors 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 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 deficiency, during the full statutory period of redemption, to collect therefrom or profit, as well as during any further times when Mortgagors, 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court in its order of appointment 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 (2) 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; (3) the deficiency in law of a sale and deficiency.
10. No action for the enforcement of the lien of or 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, character 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 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 agents 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 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 a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the 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 of Deeds or of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds or of Titles of the county in which the premises are situated shall be Successor in Trust. Any successor in Trust hereunder shall have the identical powers, duties and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all services 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 liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

In order to provide for the payment of taxes and assessments, Mortgagor agrees to deposit with the holder of said Note secured hereby, 1/12th of the annual taxes and assessments, with the holder of said Note secured hereby, 1/12th of the principal and interest above sold deposit to be made simultaneously with the payments of principal and interest above described. Should taxes, when due, exceed such deposits, then the Mortgagor agrees to immediately pay such differences on demand. Failure to make such additional deposit shall be considered a default under the terms of this agreement. Said escrow deposits shall be in a non-interest bearing account.

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. 1417151
 CHICAGO TITLE AND TRUST COMPANY, Trustee.
 By [Signature]
 Assistant Vice President / Assistant Secretary

MAIL TO: BANK OF RAVENSWOOD
 1825 West Lawrence Avenue
 Chicago, Illinois 60640

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 2223 West Wilson Ave.
 Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 55

22 725 261

END OF RECORDED DOCUMENT