23 432 001

22 725 381

TRUST DEED

THIS INDENTURE, Made

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THIS INDENTURE, Made MAY 13, between ALFONSO CORTES AND MARY B. CORTES, HIS WIFE herein referred to as "Mortgagors," and

HARRIS Trust and Savings BANK,

an Illinois banking corporation having its principal office in the city of Chicago, Illinois, (herein referred to as "Trustee"), witnesseth:

I THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of Dollars (\$ 25,000,00 ). Pollars (\$ 25,000,00 ). In the Note of the Mortgagors of even date herewith, made payable to BEAREA and delivered, in and by which said Note the Mortgagors promise to pay the anid principal sum and interest on the balance of principal remaining from time to time unpaid at the rate provided in said Note in EQUAL monthly installments with the final payment of principal and interest, if not sooner paid, due on UST day QUNE of the Mortgagors of even date herewith, made payable to the final payment of principal and interest, if not sooner paid, due on UST day QUNE of the principal sum and in the event of default in the payment of any amount due thereon, the entire principal amount thereof (whether or not then due) shall bear interest at a rate per annum determined by adding 1% to the rate set forth in said Note or at 8% per annum, whichever is lesser, until such default shall be cured.

All payments of principal and interest shall be made payable at such banking house or trust company in the city of Chicago, Illinois, as he holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Harris in the latter of the state of the s

VILLAGE

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OF PARK FOREST COUNTY COOK

LOT 1 IN BLOCK 17, IN LINCOLNWOOD WEST BEING A SUBDIVISION OF THE WESTERLY PART OF THE SOUTH WEST QUARTER OF SECTION 24 AND PART OF THE SOUTH EAST QUARTER OF SECTIOI, 23 FASTERLY OF THE ILLINOIS CENTRAL RAILROAD IN TOWNSHIP 35 NORTH RANGE 13 5.5. OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEROF RECORDED DECEMBER 18, 1959 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 17739257 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR 1901250 IN COOK COUNTY, ILLINOIS.



TOGETHER with all buildings, improvements, tenements, easements, if ture, and its thereof for so long and during all such times as Mortgagors may be e titl different

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and as an elin set forth, free from all rights and benefits under and by virtue of the Homestead Exemple(its the Mortgagors do hereby expressly release and waive.

THIS INSTRUMENT WAS PREPARED BY C. A. OLK HARRIS TRUST AND SAVINGS BANK 111 West Monroe Street, Chicago, Illinois X-3136 (Rev. 12/73)

## UNOFFICIAL COPY

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceding purgraph hereof; second, all other items while under the terms hereof constitute sacured indebtedness editional to that cylcienced by the Note, with interest thereon so berein provided; third, all principal and interest femalities unpuid on the Note; fourth, and preprint to Morigogors, their heirs, legal representatives or assigns, as their indits may appear.

9. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the court in which such bills is filled may appoint a receiver of and premisers. Both appointment may be made sither before or after aids, without notice, without regard to the solveney or insolvency of Mortgagors at the line of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as altomested or not and the Trustes before the resulter are used to the receiver and without receiver that have power to collect the results as a suggest of an order of the premises attring the pendency of such foreclosures suit and, it case of a sale and efficiency, during the full statutory period of redemption, whether the redemption or not, as well as during any further times when Morgagors, except for the Intervention of such receiver, would be entitled to management and operation of the premises during the whole of said operation. The Court from time to time may suitage to the premises during the whole of said operation of the premises during the whole of said operation. The Court from time to time may suitage to the premise of the premises during the whole of said operation. The Court from time to time may suitage to the premise of the premises during the whole of said operation of the premises during the whole of said operation. The Court from time to time may suitage to the product of the premises are previously or the product of the premises of the premises are not such dearse, provided such application is made prior to freedoms, said of the dearse, provided such application is made prior to the item hereof or of such dearse, provided such application is made prior to the item hereof or of such dearse, provided such application is made prior to the item hereof or of such dearse, provided such application is made prior to the item that the product of t

10. No action for the enforcement of the lieu or of any provision based 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 assured,

11. Trustes 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 fitte, location, extannee, or condition of the premises, nor shall Trustee be obliged to record this Trust head or to exercise any power hearing them unless expressly obligated by the term store, nor be his below to call the store at unlessions becoming, except in case of its own grows negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power breating tion.

13. Tristice shall release this Trust Deed and the liest thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully peak and Trustee may execute and deliver leases there for some in the request of any persons who simily efficient process are proposed in the process of the p

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 beer rorde for filed. In case of the resignation, instilling or returns to not of Barris Trust and Savings Blank, as Trustee, then the Chicago Title and Trust and Courty of Cook County, filling, shall he and it is hereby appointed Successor in Trust and Barris of Barris Blank and Barris of the Court of the Property of Cook County, as are berein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all nots performed be a roder.

15. The read and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claimling under or through Mortgagors, and the we J. "W. Igagors" when used herein whall include all such persons and all persons table for the payment of the indebtedness or any part thereof, whether or of such persons shall have executed the Note or this Trust Deed.

id. In order the wide for the payment of taxes, assessments and Insurance premiums required to be paid hereunder by Mortgagors, Mortgagors

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STATE OF ILLINOIS

STATE OF ILLINOIS

SS.

I, Cheryl A. Olk

A Notary Public 13 and for and residing in said County, in the State aforesaid,

DO HEREBY CERTIFY 1D. T ALFONSO CORTES

AND MARY B. CORTES, HIS WIFE

who ARE STROMBIE know to be to be the same person whose name before me this day in person on an clowledged that signed, scaled and delivered he said instrument as and voluntary act, for the uses and purpor as therein set forth, including the release and waiver of the right of homested.

CIVEN under my hand and Notary Scal this 21st day of May A.D. 19 74.

Cheryl A. Olk

NOTARY PUBLIC

## IMPORTANT

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

RMAL ESTATE LOAN DEPARTMENT FOR RECORD HARRIS TRUST AND SAVINGS PART 12 50 PM 111 WEST MONROE STREET CHICAGO, BILINOIS 50620

The Installment Note mentioned in the within Trust Deed has a

been identified herewith under identification N

HABRIS TRUST AND SAVINGS BANK, on Trustee

By Margaret C. Sassens

RECORDER OF DEEDE

\*22725381

END OF RECORDED DOCUMENT