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This Indenture, made at Chicago, Minols, thin 6th day of one 19 / h by and between, materials of the control included, Valleyo, 6th wife, of hierarch, 6th included, 1, 1, 2,

hereinafter sometimes called the Grantur(s) and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee hereinafter sometimes called the Trustee.

Bituenneth:

Thereas, the said this tagento s, falle jo and feeldad. Valle jo, bis wife

hereinafter called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the trustee of the trustee of the sum of the trustee of the sum of the trustee of

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each nonth commencing September 1, 19,74, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twinth if the annual real estate taxes, special assessment levies and property insurence premiums. Said sums shall be held by the Trustee, or not all far, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when jue, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies of interest payment levies of interest payment levies of interest payment agree to deposit within 10 d.ys. the receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bits when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and asser an ents (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the incommence of the note may at its option, without being required to choos, apply any moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the thin our or or owners of the mortgaged premises.

The Note secured by this Trust Food is subject to prepayment in accordance with the terms thereof

HIPPERS, said note bears interest from August 1, 1974 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, voir interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration as *lereln and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawrul moie ey of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

Now, Cherefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be perfylims by the Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) an warrant(s) unto the Trustee the following described real estate situated in the County of Sook and State of Illinois, to with

Lot 23 in Block 12 in North Side Realty co.pany's Dempster Colf Course a subdivision in the North East quarter of Section 23, Township 41 North, Road 23 Last of the Third Principal Meridian, in Cook Courty, Illinois.



together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bolliers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, turnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with said real estate and the buildings and improvements thereon, are hereinafter referred to herein as the "premises" or the "mortgaged property.")

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To Have and To Hall) the mortgaged premises and properly unto the Trustee its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Minois in and to the premises hereby conveyed

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indobtede hereby secured, the said Grantor(s), and the Maker(s), hereby covenant(s), and agree(s), to and with the Trostee, for the use of the legal hold of said note, as follows:

hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agrae(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, to pay prior to the delinquent date in each year, all taxes and assessmental levied or assessed upon said premises or any part thereof, and, upon demand by the Trustee, or holdeholder, to exhibit receipts therefor, to pay, within thirty (30) days after the same shall become due under the ordinancies reportements or regulations of the monitorpathy in which they real selete described herein is situated, all water charges against selection and promises and, upon demand by the Trustee, or the notion, to exhibit receipts therefor, not to allow any building erected on and promises to remain untimated, nor do, nor permit to be done upon said primises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument, and in case of this failure of the Crantor(s) so to pay taxes, water charges, or special assessments, or redeem said premises from any tax adic, or descharge or purchase any tax claims or other lies thereon, the their repairs or any part of the mortiganed property or complete any unfinished building or said premises, or pay out any other sum or some historiany for the protection, enforcement, or collection of this security, and any and all monoys paid for any such purpose, with interest through the prospection, enforcement, or collection of eight per cont (8%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of torollower hereof, and shall be paid out of the roots and proceedings with the same property hereof, and shall be paid out of the roots and proceedings with the rough part of said promises for which such disbursorement is made. Nothing heroic contained shall be construed as

It is further made an express condition and covenant herod, that, until full payment of the indebtedness and expenses heroby secured, no act or thing shall be done in sulfered, and that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any me had or nor under the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waivide against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said princes, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the fining of this natrue ent for record in the office of the Record or Registrar of Titles of the County in which the mortgaged property is situated, sut equently accruing claims for lien shall take care of subsequently accruing claims for lien shall take care of subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested thorein, are her by required to take notice of the above provisions.

or with any parties interested thorein, arr her by required to take notice of the above provisions.

As additional security for the paymount in a largeald indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premiers et air, time during the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, not and civil commotion, plate glass, and such other insurance including war damage insurance. It available, in such amounts as shall be adequate to protect the mortgaged property, all in respirable insurance companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to lie Trustee for the benefit of the noteholder by the usual mortgage or trustee clause to be attached to such policies, and all such policies as all be deposited with the Trustee or noteholder not less than 10 a was before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renow insurance as bove provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all money to different, with interest at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof, but it shall not be obligatory upon the Trustee or the noteholder converse or to pay to, any six his paranter. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although to so eclared in said policies, and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts in error.

and empowered to collect the same, with or without suit, and give receipts ".er or.

The Trustee or noteholder is horeby empowered to adjust, collect, an year or promise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of it are receipts, releases, and other papers, and all insurance money recoveted shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the immediate reduction of the hindebtedness secured hereby, or to the rebuilding or restoration of the validity as and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, with iteen 15° days after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuild. The proof of the destruction of said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and derection of said and the proof of the p

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is horeby or pow 'red to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property aken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or he not he 're' may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damage, it is not be same effect as provided in the last preceding paragraph with reference to the application of instifucion moneys recovered by the Trustee.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accr dance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements her in the whole of the indebtdness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the optic in of he Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like onect as if the same had then matured by express terms.

as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby walve(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, takes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in lits or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately forecipes this trust deed, and upon the filling of any bill or that purpose, the court in which such bill is filled may at once, or at any time thereafter, either before or after forecipure sale, and without notice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the solvency or insolvency at the time of such premises or whether the same shall then be occupied, in whole of part, as a homesteed by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

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thereon insured and in good repair, and to collect all the rents issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sait, and a deficiency, during the full studiory period of redemption, and the court may from time to time, authorize said receiver to apply the net amounts remaining in his hinds, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items (1) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as a foresaid, upon the improvements upon said premises, or (4) taxes, special assessments, water chages, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any oecree foreclosing the same decree foreclosing the same

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement protection, or collection of this security, including reasonable Trustee sites, attorney's fees, and stenographer's fees of the complainant in such proceedings or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the indebtedness secured hereby in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree foreclosure hereof No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed be given until all such expenses, charges, and costs of suit, including trustee is, attorney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title, (2) all the moneys adviced by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of eight per cant (8%) annually. (3) all the accrued interest remaining unpaid on the indebtedness hereby secured and (4) all of said principal times, maining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request

No withstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, liability, of the maker(s), thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grant r(s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principr, and stedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and the not bone fild innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of delines, which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "...seholder," wherever used herein, means the holder or holders of said principal note.

It is further covenanted and agreed thit this virious rights, powers, options, elections, appointments and remedies contained in this trust deed shall be construed as cumulative, and no most fitten as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and others or other and rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the meaning, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the meaning, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the meaning, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the meaning, and all rights hereunder shall run with the land hereby conveyed and shall extend to another the meaning of the particle of a through the particle of a through the particle of a trunch to the respective particle particle of the particle particle of the particle particle of the particle particle of the particle par

The Trustee or the noteholder shall have the right to inspect (i.e.pr. mises at all reasonable times and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Company of finitings shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major pritin of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by vitur of such successorship, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon to the with, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any furnor transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which trus instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunde, the land in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of The country in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust usuer "instrust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successor: "wust," respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment credit ors of such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof

Ditness, the hand(s) and seal(s) of said Grantor(s) the date first above written. Exstandio S. Vallejo (SEAL) NATHOMENT WAS PET REL BY RUBLET H WE TOMAN i . elego ulba (SEAL) 211 a) LA SML (S Imelda T. Vallejo CHICAGO TOTANI S. 60693 (SEAL) STATE OF ILLINOIS (ss. public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Eustaquio S. Vallejo and Imelda T. Vallejo, his wife personally known to me to be the same person(s) whose name of the same person and person

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RIDER ATTACHED TO ANY EXPRESSIONADE A PART OF THAT CERTAIN TRUST DEED DATED AND 6, 1974 EXECUTED BY ASSAULTS S. VALLESO AND 1 MILITAL TO VALLESO, BIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntar, transfer of any interest, whether legal or equitable, and whether possessor, or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagers without the advance written consent of the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, doclare the whole of the Jebt hereby secured immediately due and parable. Property of Cook County Clark's Office

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To Continental Illinois Pational Bunk and Trustee Company of Chicago As Trustee

TISTAGUTO S. VALLETO AND

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LOAN No . 122176

has this day be in identified by the undersigned by

rit, 'd in within trust deed

Continental Billingis Pational Bank

and Trust Company of Chicago

As Trustee,

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RECORDED DOCUMENT