

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Shelley R. Olson  
RECORDING DEPT. DPDW

CHARGE TO CER OCT 2 '74 12 51 PM

\*22865023

## TRUST DEED

584201

22 865 023

ETTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 11, 1974, between

FELIPE GONZALEZ and ARACELIA GONZALEZ, 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 are justly indebted to the legal holder or holder of the instalment Note hereinafter described, said legal holder or holders herein referred to as "Holder" of the Note, in the principal sum of

ONE THOUSAND AND NO/100THS (\$1,000.00) - - - - - Dollars, evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF HEATHER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 11, 1974 on the balance of principal remaining from time to time unpaid at the rate of Eight (8%) - - - - - per cent per annum in instalments (including principal and interest) as follows:

THIRTY-ONE AND 30/100 (.31, 31) Dollars on the eleventh (11th) day of October 1974, and EIGHTY-ONE AND 34/100 (.81, 81) Dollars on the 11th 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 11th day of September 1977. 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 eight (8%) monthly 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 Frank or Jennie Tomassello 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 by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, rights, title and interest therein, situated and lying in the

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 10 and the North one-half (1/2) of Lot 11 in Block 3 in Delemeter's Subdivision of the West half of the South East quarter of the North East quarter of Section 34, township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

500

(This instrument prepared by William A. Murphy, 105 W. Madison St.,  
Chicago, Illinois 60602)

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

THE PREMISES above described, together with fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, to come from and during all such times. Mortgagors may be entitled thereto which are pledged primarily and on a parity with said real estate and not separately, and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigerator (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors, and windows, floor coverings, indoor 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 of the aforesaid equipment or articles hereinafter placed in the premises by the mortgagor or their successors or assigns shall be deemed a part of the premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, 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.

Aracelia Gonzalez [Signature] [REAL] Felipe Gonzalez [Signature] [REAL]

[REAL] Aracelia Gonzalez [Signature] [REAL]

STATE OF ILLINOIS, } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

FELIPE GONZALEZ and ARACELIA GONZALEZ, his wife,

above personally known to me to be the same person as whose name is above subscribed to 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 11th day of September, 1974.

Notary Public

Form 607 R 1-69 Tr. Deed, Indiv., Instal.-Ind. Int.

# UNOFFICIAL COPY

Page 2

**THE COVENANT, CONDITION AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED:**

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said buildings and equipment and repair, without waste and free from mortgagor's or other liens or claims for fees not expressly provided for in the note, all buildings and structures now or at any time when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien herein, and which cannot exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or rules of public authorities with respect to the premises and the use thereof; (5) make no material alterations in said premises except by written consent of Trustee; (6) furnish to Trustee or to holders of the note duplicate receipts therefor, in manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
2. Mortgagors shall pay before any penalty attaches to the note, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor, in 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 windstorms under policies providing for payment by insurance company of amounts sufficient either to pay the cost of replacing or repairing the same or to pay to full the amount of insurance premiums on such policies, in compensation to the holders of the note, under insurance policies payable, in case of loss or damage by fire, lightning or windstorms, for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause 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 hereinbefore required of Mortgagors in any form and manner deemed expedient by Trustee, including full and final payment of principal or interest or prior encumbrances, attorney's fees, disbursements, costs of collection, costs of settling any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture of any such property, except 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 hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be paid by such sum and indemnity secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 13% per annum, fractionally computed, and holders of the note shall never be considered as a waiver of any right according to them on account of any default herein or in any part of Mortgagors.
5. Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a bill, statement or estimate furnished 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 title or claim thereon.
6. Lenders shall pay each item of indebtedness, including principal and interest, when due according to the terms hereof. At the option of the holder of the note, the note and whole or any part of it, or Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the note of record, or in the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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 hereon. In any action to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and disbursements which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, costs and disbursements, and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as items to be expended for the protection, preservation, control, management and operation of the premises during the pendency of the suit or to evidence in bids and auctions with respect to all such abstracts of title, title searches and examinations, the insurance policies, insurance certificates, bills of lading, bills of exchange and assignments with respect to (a) as Trustees or holders of the note may deem to be reasonably necessary for the protection, preservation, control, management and operation of the premises at any sale by it, or (b) as Trustee or holders of the note may deem to be reasonably necessary for the protection, preservation, control, management and operation of the premises during the pendency of such proceeding, including all expenditures and expenses of advertising, publication, notices, costs of removal, storage and delivery of the property, and all other expenses 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, in force the receiver to apply the net income in his hands in payment of what may be part of (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other liability which may be or become superior to the lien hereon or of such decree, provided such application is made (a) to foreclose sale (2) to the party in case of a sale and deficiency.
8. No action for the enforcement of the lien on the note herein shall be subject to any defense which would not be good and available to the party intervening same in an action to foreclose the note hereby secured.
9. Trustee has no duty to examine the title, location, existence 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. Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or willful misconduct, and that the signature of an employee of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.
10. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all unpaid indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release instrument, and all documents necessary to cancel the note, or (b) if the note has been paid, representation by Trustee that the note has been paid in full, and a full statutory period of redemption, whether there be redemption or not, as well as during such period, where necessary, to give the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may, in force the receiver to apply the net income in his hands in payment of what may be part of (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other liability which may be or become superior to the lien hereon or of such decree, provided such application is made (a) to foreclose sale (2) to the party in case of a sale and deficiency.
11. Trustee may resign by instrument in writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded, filed, cause of resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are located, and any successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
12. 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 "Mortgagor" when used herein shall include all such persons and shall be personal liability for the payment of all indebtedness or 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.

(This instrument prepared by William A. Murphy, 105 W. Madison Street,  
Chicago, Illinois 60602).

<b>IMPORTANT</b>	
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.	
<input type="checkbox"/> MAIL TO:  <b>SAMUEL BUONAFEDE</b> Room 1724 188 W. RANDOLPH ST CHICAGO, ILL. 60601	Identification No. <b>574301</b> <b>CHICAGO TITLE AND TRUST COMPANY,</b> <i>[Signature]</i> Trustee Vice Officer <i>[Signature]</i> Agent <i>[Signature]</i> <small>RECORDED IN [REDACTED] INDEX</small>
<input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER <b>537</b>	
<small>PURPOSE INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE</small> <b>2037 N. KEELER AVENUE</b> <b>Chicago, Illinois</b>	

**END OF RECORDED DOCUMENT**