This instrument was prepared by Alice A Kelly 4000 W. North Ave Chicago

This Indenture, Made October 1 19 7 Abetween M 13 35 219 005

FELIX C. REYNOSO AND OLESIA A. REYNOSO, his wife

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herein referred to as "Mortgagora", and

Pioneer Trust & Savings Bank

an Illicois corporation doing business in Chicago, Illinois, herein referred to as TRUSTRE, witnesseth:

THAT VIHEREAS the Mortgagora are justly indebted to the legal holder or holders of the Instalment Note hereinafter discrued said legal holder or holders being herein referred to as Holders of the Note, in the Principal sum of

SIXTEEN THOUGAND ONE HUNDRED TWENTY FIVE AND NO 100 (\$16,125,00) evidenced by one cer ain in aiment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said

Note the Mortgagois promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid

at the rate of 9 4 per cent per ar num numstalments as follows ONE HUNDRED FORTY AND NO 100 (\$140900) on the 1st day of December 19 74 and ONE HUNDRED FORTY AND NO 100 Dollars

on the late day of each More 1 thereafter until said note is fully

pand except that the final payment of principal and into so I not sooner pand, shall be due on the list day o'November

19.98. All such payments on account of the models these exclused by said note to be first applied to interest on the impide principal balance and the remainder to gampal, provided that it is no god of violentistalment unless paid when due shall bear interest at the tate of 19.00 fig. 10.00 (19.00 addition and 11 of said pair upon and interest being made payable at such banking house or trust company in Chicago, Illinois as the holders of the note one to time in writing appoint and in absence of such appointment, then at the office of

PRONUER TRUST & SAVINOS BANK in said CBs. Calcaco

NOW, THEREPORE, the Mortgagors to secure the payment of net ind principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the perform are of the covenants and agreements berein contained, by the Mortgagors to be performed, and also in consideration of the sum of the following principles whereof is berein acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate

and all of their estate, right, title and interest therein, situate, lying and being in the rity of Chicago , County of

COOK AND STATE OF ILLINOIS, to wit:

Lot 11 in B F. Jacob's Subdivision of Block 3 in Jacob's and Burchell's Subdivision of the South 16 2/3 acres of the East one-third of the West half of the North East quarter of Section 35, Township 40 North. Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or bereafter therein or thereon used to

nditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador 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

T IS FURTHER UNDERSTOOD AND AGREED THAT.

... Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which tay I come damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics or their liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be seen of by a lien or charge on the piemises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of su of pior lien to Trustice or to holders of the note, (4) complete within a reasonable time any building or buildings or buildin

- 2 Mortgagors nall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service larges, and other charges against the premises when due, and shall, upon written request furnish to Trustee or to holde s 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 kee, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or win sto m under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or ripair ag the same or to pay in full the indebtedness secured hereby, all in 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 stardy dimensional and renewal policies, including additional and renewal policies, to holders of the note, when the proof to the perfect of the proof to the renewal policies not less than ten that proof the renewal policies not less ...te, and in case of incurance about to expire, shall deliver renewal policies than ten days prior to the respective dates of expiration.
- than ten days prior to the respective dates of expirition.

 4 In case of default therein, Trustee or the 1 olders 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, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax i de 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 nole is of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter cover min, which action herein authorized may be taken, shall be so much additional indebitations for the protection of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter cover min, which action herein authorized may be taken, shall be so much additional indebitations for the payment of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the pay of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any pay and hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured fro the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any iax, assessment, sale, forfeiture, tax lien or title
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both pin i, al and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Moi major, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the corrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or intr., ... on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the M rtgagors herein contained.
- fault shall occur and continue for three days in the performance of any other agreement of the M rigagors herein contained.

 7. When the indebtedness hereby secured shall become due whether by acceleration or other is, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, liere 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, appraisaler's fees, outlays for documentary and right evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after "...y" if the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and invitar data and assurances 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 bidders at any sale which may be had pursuant to such decree the true condition of the vide to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so ruch additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of the premise of the sale of the note in connection with (a) any proceeding, including probale and bankruptcy 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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 d
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:
 First, on 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 uniqual on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, 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 Or 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 haverpower to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, 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 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.

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- 10. No action for the enforcement of the lien 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 tutle, 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 or any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees or 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 evid no, that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release here. To at at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any of which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms it contains with the description herein contained of the note and which purports to be executed by the persons herein designated as the milest thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrum in item items and which purports to be executed by the persons herein designated as the milest property of the property of the persons herein described herein, it may accept as the genuine note herein described any note which may be presented as a 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 resig by it strument 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the primises are situated shall be 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.
- 15. This Trust Deed and all provision. Liteof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the vord "Mortgagors" when used herein shall include all such persons and all persons hable for the payment of the indebtedness or any proceedings, whether or not such persons shall have executed the note or this Trust Deed.
- 16. The Mortgagors agree to deposit: (1) by the end of each calendar year a sum equivalent to the amount of the annual real estate taxes assessed on the property escribed herein for such calendar year payable in the succeeding /e.r. as estimated by the Trustee, and to make said deposit in equal conthly instalments during each calendar year or portion thereof, and (2) a further sum, as estimated by the Trustee, equivalent to 12th of the annual premiums for policies for fire and all the hazard insurance required in the Trust Deed. All such deposits shall be non-interest bearing deposits and shall be made on the first day of each month.
- 17. In the event Mortgagors sell or otherwise transfer, or agree to transfer, title to or lease or otherwise not occup, the premises, the Nots secured hereby shall thoroupon become immediately due and payable.

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WITNESS the hand and seal of Mortgagors the day and you FELIX C. REYNOSO [SEAL]		[SEAL]	5 9 10 77
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OUNTY OF COOK			
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	who are, personally know the foregoing Instrument,	n to me to be the same persons	- whose name .are subscribed to in person and acknowledged that
).	Livey_ signed, sealed as	nd delivered the said Instrumen	t as their free and voluntary the release and waiver of the right
DO ONE		nd and Notarial Scal this	7-56
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