

63-90-510 H @M

16-01-316-025



TRUST DEED

23 161. 412

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 23, 1975, between Hipolito De Luna and Irene De Luna, 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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fourteen Thousand Five Hundred and NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of five per cent per annum in instalments (including principal and interest) as follows:

Five Hundred and NO/100 Dollars on the 15th day of August, 1975, and Five Hundred and NO/100 Dollars on the 15th 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 15th day of December, 1977. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment shall be paid when due shall bear interest at the rate of None per annum, and all of said principal and interest hereon shall be 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 Legal holder 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 above parties to be performed and attained, in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents, CHICAGO TITLE AND TRUST COMPANY, Trustee, hereby convey and assign the following described Real Estate and all of their estate, right, title and interest, to be held, enjoyed and borne in the City of Chicago, Cook County, Illinois, AND STATE OF ILLINOIS, to wit: Lot 12 in Block 15 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 and 15 and Lots 2, 4 and 5 in Block 17 in Carter's Subdivision of Blocks 1, 2, 3, 4 and 7 in Cliffford's Addition to Chicago, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, ornaments, fixtures, and appurtenances thereto belonging and appertaining thereto, and all rights and interests therein, both present and future, and during all such times as Mortgagors may be entitled thereto (which are pledged hereto) and on a party with said real estate and all appurtenances, and all apparatus, equipment or articles now or hereafter therein or thereon used or supplied thereto, including water, light, power, refrigeration, and (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) fixtures, window blinds, awning doors, and windows, floor coverings, radiator beds, awnings, screens and water heaters. All of the foregoing are declared to be a part of said real estate, which shall be deemed to be attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors in the future or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes and upon the trust and terms herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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 S..... and seal S..... of Mortgagors the day and year first above written. THIS IS A PURCHASE MONEY MORTGAGE [SEAL] Hipolito de Luna (SEAL) Irene de Luna (SEAL) Irene De Luna

Henry J. Brandt Notary Public in and for reading in said County, in the State aforesaid, I HEREBY CERTIFY THAT County of Cook Hipolito De Luna and Irene DeLuna, his wife, who personally known to me to be the same person, whose names are 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 23rd day of June, 1975. Henry J. Brandt Notary Public

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UNOFFICIAL COPY

Page 2

THE COVENANTS, CONDITIONS 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 building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien work; (3) subordinated to the lien hereof; (4) 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; (5) comply within a reasonable time with building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance; and (8) after changes against the premises when due, and draft upon written request, furnished to Trustee or to holders of the note duplicate receipts thereon. If present default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may incur to contest.
2. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm, and other 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 all 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 the extent 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.
3. In case of default thereon, Trustee, or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or provide incidentally, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereon, 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 mortgagee's investment in the lien hereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be paid by the additional indebtedness hereof, which 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.
4. The Trustee or the holders of the note hereby making any payment here authorized relating to taxes or assessments, may also, according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of any validity of any tax, assessment, sale, or forfeiture, tax lien or title or claim thereon.
5. Mortgagors shall pay each and every one of the taxes, mentioned, both principal and interest, when due according to the terms hereof. All the taxes of the holders of the note, and without recourse to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything contained in this Trust Deed to the contrary, become due and payable as immediately in the case of default in making payment of any real estate tax or other tax 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 Mortgagee as herein contained.
6. 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 hereon, there shall be allowed and included as additional indebtedness the cost of the suit and 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, appraisers' fees, outlays for documents and expert evidence, stenographers' charges, publication costs and costs, which may be estimated at the time of the foreclosure, after entry of the decree of procuring all such abstracts of title, title searches and examinations, title insurance policies, Trustee's costs for advertising, and advances with respect to title as Trustee or holders of the note may desire to be reasonably necessary, either to procure title insurance or to conduct the bidding at any sale which may be had pursuant to such decree, the true condition of the real estate or the value of the premises, fully specified, and the nature of the nature of the property 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 payable as provided by Trustee or holders of the note in connection with any proceeding, including profits and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant, or respondent, and which may be commenced or actually commenced, or be preparatory for the same, or in any proceeding which might affect the proceedings herein, whether or not actually commenced.
7. The proceeds of any foreclosure sale of the premises shall be hereunto, and applied in the following order of priority: First, to payment of all taxes and expenses incident to the foreclosure proceedings, including all costs hereof as are mentioned in the preceding paragraph hereof, principal and interest, which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as herein provided, until such principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors; their heirs, legal representatives, assigns, successors and assigns.
8. 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 bond and in the absence of a judgment of Mortgagee, provided that application for such receiver and without regard to the then value of the premises, or whether the same shall be then occupied as a dwelling place, 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, manage the premises, and to do all other acts which may be necessary or usual in such cases, for the protection of a court, subject to the control, management and supervision of the court, during the whole of said period. The Court from time to time may authorize the receiver to carry on the premises as his business and to do all other acts which may be necessary or usual in such cases, for the protection of a court, subject to the control, management and supervision of the court.
9. No action for the enforcement of the lien or of any provision hereof shall be subject to any discharge which would not be available to the party originating same in an action at law upon the note hereby secured.
10. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and days, and the right shall be deemed to have been exercised if the title, location, existence or condition of the premises, or if in any way into the vicinity of the premises, or if the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to read this trust deed to any person herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereon, except in cases where such person's gross misconduct or that of the agents or employees of Trustee, and it may require indications satisfactory to it before exercising any power hereunder.
11. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of articles of discharge of indebtedness accepted 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 have acquired after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which receipt Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee shall place thereon any identification number described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or of the instrument, and the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and when so placed at the request of the original trustee and if he never placed its identification number on the note described herein, it may, at the request of the holder of 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.
12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which such instrument is recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles in which such instrument is recorded or filed shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein conferred upon Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons starting under the name of the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on the part of the Mortgagors, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall include all "notes" when more than one is used.

FILED

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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.

CHICAGO TITLE AND TRUST COMPANY

By *Rosemary A. Cicco*

MAIL TO:

Henry J. Brandt
2601 W. Devon Street
Chicago, Illinois 60622

FOR RECORDER'S INDEX, RECORDING,
INSERT STREET ADDRESS OF WOXE,
DESCRIBED PRECEDE BY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER

533

END OF RECORDED DOCUMENT