

THIS INSTRUMENT WAS PREPARED BY:  
PERRY S. HERST  
105 WEST ADAMS  
CHICAGO, ILL. 60603  
TRUST DEED

23 337 625

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made December 23 1975, between

Henry Lopez and Celia Lopez, his wife, in joint tenancy

herein referred to as "Mortgagors," and

SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 Three Thousand Eight Hundred Seventy Eight and 64/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of ~~12.82~~ 12.82% ~~per annum~~ per annum payable as follows: \$ 107.74 on the 23rd day of January 1976, and \$ 107.74 or more, on the 23rd day of each month thereafter until this note is fully paid. The principal of each of said installments unless paid when due shall bear a D line penalty charge of 5 per cent or \$5.00 (maximum) if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of Equitable Finance Corporation, 105 West Adams Street, Chicago, Illinois 60603.

NOW, THEREFORE, the Mortgagors in order the payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions of the trust deed and the performance of the covenants and agreements therein 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 (SUNSHINE and WARRICK) unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, being and being in the

COUNTY OF

AND STATE OF ILLINOIS

Lot No. 73 in Samuel Johnston Subdivision of Block 6  
in Johnston and Lee's Subdivision of the Southwest 1/4  
of Section 20, Township 39 North, Range 14, East of  
the Third Principal Meridian in Cook County, Illinois

23 337 625

together with the property hereinafter identified, is referred to herein as the premises

TOGETHER with all improvements, fixtures, appurtenances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, if any, so long and during all such times as Mortgages may be satisfied thereon (which are pledged primarily and run a party with said real estate and not secondarily); and all appurtenant equipment in and on and hereafter therein or thereon used to supply heat, gas, conditioning, water light power, refrigeration (including air conditioning), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor covering, ice or hot water, stoves, and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached thereto or not, and it is agreed that all similar appurtenant equipment in and on hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting a part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, however, 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.

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

(SEAL)

Henry Lopez  
Celia Lopez

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

David Levy

County of Cook

as a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT Henry Lopez and Celia Lopez, his wife

to me, DCL, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person to acknowledge that they are the said instrument, and that they freely and voluntarily act, for the same and purposes therein expressed, and in full and lawful exercise of the right of homestead.

GIVEN under my hand and Notarial Seal this 23rd day of December 1975



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanical or other liens or claims for lien not properly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgages may be liable to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing 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 standard mortgage clause to be attached to each policy, and which delivers 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 date 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 Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or remove any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid incurred in connection therewith, including attorney's fees and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a first additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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 thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default, because of payment of any assessment 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 Mortgages.

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 same, and in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, surveys or documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be ascertained after trial) of procuring all such abstracts of title, title certificates and examinations, Taxation, Taxation, Taxation, Taxation, Taxation, Taxation, and similar data and accounts 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 in his hands any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph 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 paid or incurred by Trustee or holders of the note in connection with its any proceeding, including equitable and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed, any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right, foreclosing 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 hereby actually contemplated.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all taxes 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 remain unpaid on the note; third, any surplus to Mortgages, their heirs, legal representative 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 receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages 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 received as a homestead or not, 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 during the pendency of such 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 time to which Mortgages, 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 in whole or in part 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 (2) the deficiency provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

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 title, location, existence, or continuation 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 for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agent or a partner of Trustee, and it may require indemnification 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 evidence that all indebtedness secured 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, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification, bearing to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee and it has been executed a certificate of identification, identifying same as the note described herein, it may accept as the genuine note herein described 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 or for the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder. No letter 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 premises are situated shall be a Successor in Trust. Any Successor in Trust hereunder shall have the benefit of all 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 provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the heirs of Mortgages, when used herein shall include all such persons, and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note at this Trust Deed.

16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereby vested in Trustee.

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DEC 20 PM 3 20  
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IMPORTANT FOR THE PROTECTION OF 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

NAME: SYLVIA WEINRESS  
STREET: 1441 W. 18th St.  
CITY: Chicago, Illinois 60608

OR 135

RECORDED'S OFFICE BOX NUMBER

THE INSTANT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION NO. 3349

SYLVIA WEINRESS as Trustee

FOR RECORDERS INDEX PURPOSES PLEASE STAMP ABOVE DESCRIBED PROPERTY HERE

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