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COOK COUNTY FILED

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TRUST DEED

23 393 983

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made February 6, 1976, between

GUADALUPE C. SANCHEZ, Divorced and not remarried hereinafter referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of THIRTEEN THOUSAND AND NO/100 Dollars, evidenced by one certain Installment 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 8 3/4 per cent per annum in installments (including principal and interest) as follows

One Hundred Twenty Nine & 93/100 Dollars on the 15th day of March 1976, and One Hundred Twenty Nine & 93/100 Dollars on the 15th day of each and every 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 February 1991 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 installment, unless paid when due shall bear interest at the rate of 8 3/4 per annum 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 BELMONT NATIONAL BANK OF CHICAGO 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 their estate, right title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit

LOT 56 IN BENTON'S ADDISON STREET ADDITION IN EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20- TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

10.00

THIS INSTRUMENT PREPARED BY EDWARD C. CLERHAN Belmont National Bank 3179 N. Clark Street Chicago, Illinois 60657

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, fixtures, appurtenances, rights and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as the 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 hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation (including without restricting the foregoing, screens, window shades, steam ducts and radiators, floor coverings, window blinds, awnings, stairs 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 on 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 covenants and trusts 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 and seal of Mortgagors the day and year first above written

STATE OF ILLINOIS County of Cook Notary Public: Ruth Schraden My Commission Expires August 17, 1978



23 393 983

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or other perils, and keep and preserve in good condition and repair, without waste and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof, (1) 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 a satisfactory evidence of the discharge of such lien or charge to the holders of the note, (2) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay for any and every taxes and assessments, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises which are levied upon or assessed against the premises or the holders of the note, and shall pay for the same when due. In payment of such taxes and assessments, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may there be liable to pay.

3. Mortgagors shall keep all buildings and improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or other perils under policies procured by the mortgagor or company of mortgagors within a certain time after the date of the completion of the premises or the date of the completion of any improvements thereon, and shall keep such policies in full force and effect until the expiration of the term of the note, and shall pay the cost of replacing or repairing the same or the cost of the loss or damage to the buildings or improvements covered by the policies, under insurance policies payable, in case of loss or damage, to the 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 shall cause all policies, including additional and renewal policies, to be issued to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not later than ten days prior to the expiration date of expiration.

4. In case of default therein, the Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or pay encumbrances, disburse and purchase, discharge, compromise, or with any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure, and pay any and every 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 the Trustee or the holders of the note, to protect the mortgaged premises and the interest hereon, plus reasonable compensation to the Trustee, for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereon and shall become immediately due and payable without notice and with interest thereon at the rate of percent per annum from the date of 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 part of Mortgagors.

5. The Trustee or the holders of the note, hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public officer, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagors shall, on 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment 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 hereof. In any suit to foreclose the lien hereof, there 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 the Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, surveys for description of premises, changes, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to the nature of this paragraph, including all costs, 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 the Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) the preparation of the commencement of any suit for the foreclosure hereof after actual or such right to foreclose, whether or not actually commenced, or the preparation of 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 distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, in full; all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, to the 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 receiver of said premises. Such appointment may be made either before or after sale, without notice or without a hearing, and without the consent of Mortgagors at the time of application for such receiver and without regard to the true value of the premises, and 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 have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the interest 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 by any decree of foreclosure or by any decree of sale, or (2) 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 brought 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 request 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 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 or trust deed, 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 omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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 requested of a successor Trustee, such successor Trustee may accept as the note herein described any note which bears an identification number purporting 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 never placed its identification number on the note described hereof, or any note which has been described as such note, which may be represented 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Tolls in which this instrument shall have been recorded or filed. In case of the resignation, death or refusal to act of Trustee, the then Recorder or Clerk of the court in which the premises are situated shall be Successor or Trustee. Any Successor or Trustee hereunder shall have the identical title, powers and authority as a person hereunder, 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 Mortgagors and all persons claiming under or through Mortgagors and the world. Mortgagors who are named herein shall include all such persons and all persons claiming under or through Mortgagors for the payment of the indebtedness of 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.

16. Mortgagors shall make deposits with the holder of the Note on each of the due dates of said installments of principal or interest in amounts fixed by the holder of the Note in order to maintain a fund sufficient to enable the holder of the Note to pay the general taxes assessed against the premises described herein as they accrue or become due, and deposits to be made so that the Holder of the Note shall have on deposit in advance of the due date of each installment of taxes an amount equal thereto. The holder of the Note shall not be liable for interest on such tax deposits.

<p>IMPORTANT</p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE INDEXED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD</p> <p><input checked="" type="checkbox"/> MAIL TO BELMONT NATIONAL BANK OF CHICAGO 3179 North Clark Chicago, Illinois 60657</p> <p><input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER <u>233</u></p>	<p>Identification No CHICAGO TITLE AND TRUST COMPANY, Trustee <i>[Signature]</i></p>	<p>23 393 983</p>
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END OF RECORDED DOCUMENT