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UNIT F SC 23494



TRUST DEED

24456922

1978 MAY 22 AM ID #1

MAY-22-78 517743 • 24456922-A — Rec

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, IT IS DAY MAY 10, 1978, between ATENEDORO A. HERRERA and HERMELINDA HERRERA, 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 holders of the Instalment Note hereinafter described, said legal holder or holders being hereinafter referred to as Holders of the Note, in the principal sum of

TWENTY EIGHT THOUSAND 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 from MAY 15, 1978 on the balance of principal remaining from time to time unpaid at the rate of .9.5 per cent per annum in instalment (including principal and interest) as follows:

TWO HUNDRED AND NINETY-TWO AND 39/100 Dollars or more on the 15th day of MAY 1978, and TWO HUNDRED AND NINETY-TWO AND 39/100 Dollars or more on the 15th day of each month thereafter until and as it is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of APRIL 1993. 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 .12 per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO, Illinois, holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of JAMES T. DELALO, Attorney,

in said City, AT 1909 W. BELMONT AV.

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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE NORTH ONE-HALF (1/2) OF LOT 15 in BLOCK 17, IN JOHNSTON'S SUBDIVISION OF THE EAST ONE-HALF (1/2) OF THE SOUTH/EAST ONE-QUARTER (1/4) OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS.



MAILED

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 estate and not secondarily) and all apparatus, equipment or articles not otherwise mentioned herein used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, 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 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 same.

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.

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.

Atenedoro A. Herrera [SEAL] [SEAL]

Hermelinda Herrera [SEAL] [SEAL]

STATE OF ILLINOIS, ss. I, DARLENE THAYER DO HEREBY CERTIFY

County of COOK THAT ATENEDORO A. HERRERA and HERMELINDA HERRERA

who are personally known to me to be the same person as whose name is DARLENE THAYER subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument at their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of May 1978.

Darlene Thayer Notary Public

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for labor or materials subcontracted to the lessor hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the property, superior to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien by Trustee to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any power attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges, taxes and rates, when due, and shall, upon written request, furnish to Trustee or to holders 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 special 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 windstorm and flood damage, where the lessor is required by law to have its loan so insured, and shall provide for payment by the insurance companies of money sufficient either to pay the cost of repairing or reconstructing the same or to pay in full the indebtedness secured thereby; (b) in compliance with satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee secured thereby, (c) in compliance with the standard insurance policies chosen to be attached to each policy, and shall deliver all policies, insurance contracts 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. When a default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act before or required after acceleration in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest or other encumbrances, if any, and purchase, discharge, compromise or settle any and all claims, whether of title or claim thereof, or redeem, foreclose or tax sale or foreclosure affecting said premises or any part thereof, or otherwise dispose of title or claim thereof; or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect, maintain, preserve and the lessor hereof, plus reasonable compensation to Trustee for each matter concerning which such action may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be construed 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 secured making any payment or performance required relating to taxes or assessments, may do so according to any bill of estimate presented from time to time by any public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of the tax or assessment, sale, forfeiture, tax bills or title or claim thereof.
6. Mortgagors, at the option of the lessor hereof, shall, upon notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, at the option of the lessor hereof, at the date of this 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 herein secured shall become due either by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lessor hereof and any sum to be received therefrom 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, appraisers' fees, witness fees, documentary and expert evidence, stenographers' charges, publication costs and costs (which may include legal and other items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Forfeiture certificates, and all other facts 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 it, the decree the true condition of the title to or the value of the premises. All expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for the protection, control, management and operation of the premises during the whole of such period. The amount so much additional indebtedness secured hereby and the actual date of payment thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, or the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) a proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff claimant or defendant; by a son of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after a trial of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or process line 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 so scrutinized 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 are under the terms of instrument of trust indebtedness additional to that evidenced by the note, with interest thereon as herein provided for; 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 receiver of said premises. Such appointment may be made either before or after suit, with or without notice, without regard to the solvent or insolvency of Mortgagors at the time of application for such receiver and without regard to the validity of the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given under circumstances of misconduct or that of the agents or employees of Trustee, and it may require indemnities and sureties before exercising any power herein given.
10. No action for the enforcement of the lessor or of any provision hereof shall be sub judice, 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 condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatory on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given under circumstances of misconduct or that of the agents or employees of Trustee, and it may require indemnities and sureties before exercising any power herein given.
13. Trustee shall release this trust deed and the lessor 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 new trust deed to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee a note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or reject. Where a release is requested of a successor trustee, such successor trustee may accept as a general note herein described any note which bears an identification number or portending to be placed thereon by the prior trustee, provided that such conforms in substance with the description herein contained of the note, which purports to be delivered to the person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described an note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be issued 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 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 successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as herein given to Trustee.
15. This trust deed and all powers hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or thru them, and the word "Mortgagors" 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 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. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT: FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Identification No. 627345 CHICAGO TITLE AND TRUST COMPANY, <i>By [Signature]</i> <i>Charles</i> <i>Assistant Secretary/Assistant Vice President</i>
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FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

*352 North Clarkland Ave,
Chicago, Ill*

MAIL TO: *John Dzalo*
1909 W. Belmont Ave
Chicago, Ill. 60657
 PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT