

TRUST DEED

630366

JUL 11 1978 2 50 PM

24 529 242

24529242

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made July 1, 1978, between

Antonio M. Martinez and Celia M. Martinez, 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 jointly indebted to the legal 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

FIFTY FIVE THOUSAND & NO/100 (\$15,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF HENNER

and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in installments (including principal and interest) as follows:

one hundred sixty one & 20/100 (\$161.20) Dollars or more on the 1st day of August 1978 and one hundred sixty one & 20/100 (\$161.20) Dollars or more on the 1st 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 1st day of July 1993. All such payments on account of the indebtedness (whether 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 10 per cent per annum, and 2/3 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 Devcon Bank, 6445 N. Western Ave in said City.

NOW, THEREFORE, the Mortgagors in and to the effect of the said principal sum of money and said interest in accordance with the terms, provisions and intentions of the trust deed, and of 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, the successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, to-wit: Tract and lots in the County of Cook AND STATE OF ILLINOIS, to-wit:

Lot 32 in R. B. Pearson's Subdivision of North 26 rods and 11 feet of the North West quarter of the North West quarter of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian and that part of North 25 rods and 11 feet of the North East quarter of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian lying East of Clark Street in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY Michael Hain 6445 N. Western Ave Chicago Ill 60645

11 00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, covenants, fixtures, and appurtenances the same belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are hereby) jointly and on a parity with said real estate and not severably) and all appurtenances, equipment or fixtures now or hereafter owned or possessed by the Mortgagors, together with all conditions, water, light, power, refrigeration (whether single phase or centrally controlled), and water, including (but not limited to) water, gas, sewerage, storm, window shades, screen doors and windows, floor coverings, interior finish, ceiling, etc., of 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 appurtenances, equipment or fixtures hereafter placed in the premises by the mortgagors or their successors or assigns shall be deemed and 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 use and upon the covenants 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 of and seal of Mortgagors the day and year first above written.

Antonio M. Martinez [SEAL] Celia M. Martinez [SEAL]

Michael Hain Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Antonio M. Martinez & Celia M. Martinez

who are personally known to me to be the same persons 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 1st day of July 1978 Notary Public

JUL 11 1978 2 50 PM

24 529 242

24 529 242

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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

1. Mortgagee 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 and maintain 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; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises appurtenant to the premises hereof; and upon request exhibit satisfactory evidence of the discharge of such lien to Trustee or to holder 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 approved by law or municipal ordinance.

2. Mortgagee shall pay before any penalty reaches 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 holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee 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 lender is required by law to have its loss so insured; make 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 in full the indebtedness secured hereby, all in compliance herewith 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 policy to be evidenced by the standard mortgage clause to be attached to such policy, and shall deliver all policies, including additional and amended policies, to holder of the note, and in case of insurance shall cause to expire, shall deliver renewal policies not less than ten days prior to the respective dates 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 herebefore imposed on Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or title or claim thereof, or pay any tax lien or fee or fine or forfeiture affecting said premises or cause any tax or assessment. All moneys paid for any of the purposes herein shall be paid and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee and the lien hereof, plus reasonable compensation to Trustee for each matter so handled, which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the past maturity rate set forth in the note secured by this trust deed, if any, otherwise the promissory rate set forth therein. Interest of Trustee or holders of the note shall never be considered as a set-off against or in payment of any of the indebtedness hereunder of Mortgagee.

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 presented from the appropriate public officer without liability into the accuracy of such bill, statement or estimate and into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any stop or stay in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other provision of the Mortgagee hereunder.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the same. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses of an attorney which are paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, expenses for documentary and expert witnesses, newspaper's charges, publication costs and costs (which may be estimated as to items to be computed other than the amount of proceeds of sale, title searches and commissions, title insurance policies, Trustee's costs and expenses, and expenses with respect to title as Trustee or holder of the note may deem to be necessarily necessary either to protect or to foreclose on the indebtedness or to hold possession in such cases the true condition of the title or of the value of the premises. All expenses and costs of the action in this paragraph mentioned shall become so much additional indebtedness secured hereby, and shall be due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the promissory rate set forth therein, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including purchase and mortgage proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, or in connection with this trust deed or any proceeding hereto secured, or (b) preparations for the commencement of any suit for the foreclosure of the same or of any other lien or mortgage, or for the enforcement of (c) preparations for the defense of any threatened suit of 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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a lien on the premises secured by this trust deed, with interest thereon as herein provided; third, all principal and interest remaining on the note; fourth, any surplus to Mortgagee, 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 the same, the court in which such bill is filed may appoint a receiver of said premises. Such appointments may be made either before or after the sale, without notice, without regard to the adequacy or inadequacy of Mortgagee at the time of application for such receiver and without regard to the true 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 have power to collect the rents, issues and profits of said premises and to convey or lease the same, and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and in doing so further than Mortgagee, attorney for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or as usual in such cases for the protection, preservation, control, management and improvement of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income to (a) the principal or interest on the note, or (b) the deficiency secured hereby, or by any decree foreclosing this trust deed, or any tax, or (c) an 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 the sale of the premises; (d) 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 a good and available to the party answering 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 times and to access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, interests, encumbrances or conditions of the premises, or to become into the validity of the signature or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be bound to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any loss or condition hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require individuals satisfactory to it before executing any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation to it of any evidence that all indebtedness secured by this trust deed has been fully paid, and shall deliver a release and exhibit to Trustee the note, representing the indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested by a mortgagee, such mortgagee trustee may accept as the genuine note herein described any note which bears an identification number or permit to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note, and which supports to be executed by 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 any such note which may be presented and which conforms in substance with the description herein contained of the note and which supports to be executed by the person herein designated as the maker thereof.

14. Trustee may judge 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 mortgagee, liability 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 set herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" 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 make 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 Trustee Act" of the State of Illinois shall be applied to this trust deed.

Prop

CAS 602 15

24 529 242

**REQUIREMENT**  
 FOR THE PROTECTION OF BOTH THE MORTGAGEE AND LENDER THE INSTALLMENT 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. **630366**  
**CHICAGO TITLE AND TRUST COMPANY,**  
 By *[Signature]*  
*Assistant Vice President*

MAIL TO: **DEVON BANK**  
 6445 N. WESTERN AVE.  
 CHICAGO, ILL. 60645 **BOX 533**

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE