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TRUST DEED (MORTGAGE)
THIS INDENTURE, dated June 6 , 19 78 , between Charles Ortega and Linda Ortega
Suit and a suit a
of the City of Burbank County of LOOK State of Illinois (hereinaf ar c. 'led the "Grantors'") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking as so ition doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Tru-ee");
WITNESSETH:
WHEREAS, p' rsu at to the provisions of a certain Retail Installment Contract (hereinafter called the "Contract"), of even date herewith,
where the Gran' as a . Rudget Construction and the provisions of a certain Retain Reta
and on the same date of each mo. th 'ner-after until paid in full; NOW, THEREFORE, to secure payment, in accordance with the provisions of the Contract, of said indebtedness, and the performance of all other covenants, agreements and obligations of the Grantors under the Contract and hereunder, the Grantors hereby CONVEY and WAR-
RANT to the Trustee the following descrit of real estate (hereinafter called the "premises") situated in the
The North Half (1/2) of the Scuth 3/5 of the North Half (1/2) of Lot Eighty Five (85) (except the West 160 feet there is a dexcept the East 33 feet thereof) in Fred'k H. Bartlett's Aero Fields, being a Subdivision of the South 20 acresof the East Half (1/2) of the Northwest Quarter (1/2) of Section 33, Township 38 North, Range 13, East of the Thir
Principal Maridian in Cook County Illinois
(This is a Junior Lien) subject to that pertain mortgage from Charles Ortega and Linda Ortega to United Savings & Loan dated 8 15-71 and recorded 8-27-71 as Document # 21601492
The Grantors covenant and agree: (1) to pay said indebtedness, and all other amounts ' may be mable under the Contract or according to any agreement extending the time of payment; (2) to pay, before an pena by attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after an destriction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) but was? to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises in red against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satis actory to the legal holder of the Contract, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encum, ance on the premises and second to the Trustee, as their respective interests may appear, and, upon request, to furnish to the Trustee or to the legal holder of the Contract that description of the premises and second to the Trustee, as their respective interests may appear, and, upon request, to furnish to the Trustee or to the legal holder of the Contract that factory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior normalization of the premises.
The Grantors further agree that, in the event of any failure so to insure, or pay taxes or assessments, or pay the inc bitedness secured by ny prior encumbrances, either the Trustee or the legal holder of the Contract may, from time to time, but need not, procure such insurance, r pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness ec. ring any prior neumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder of the Contract, as the ca_ may be "oon emand, for all amounts so paid and the same shall be so much additional indebtedness secured by
The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenant or agreements contained in the Contract, the indebtedness secured hereby shall, at the option of the legal holder of the Contract, without of man' croatice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the sar extent as if such indebtedness had been matured by its express terms. The Grantors further agree that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure
ereof (including reasonable attorney's fees, outlays for documentary evidence, stenographers' charges and cost of procuring or completing betract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Contract, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in my decree that may be rendered in such foreclosure proceedings; which proceedings, where decree of sale shall have been entered or not, shall of be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been aid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the ossession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose
nis Trust Deed, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the reantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises. The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, release this Trust Deed and the lien neteof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and lee Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before of after the maturity thereof, roduce and exhibit to the Trustee the Contract, representing that all indebtedness secured hereby has been paid, which representation the
ustee may accept as true without further inquiry. The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises. The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be jointly d severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.
All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Contract, expressed herein shall be addition to, and not in limitation of, those provided in the Contract or by law. WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.
Charles Orteoa (SEAL) (SEAL)
Gruen Onlega (SEAL) (SEAL)
(SEAL)
is instrument prepared by:
lark Saunders 231 South LaSalle St., Chgo, IL 60693 200-27
(Name and Address)
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CONSUMER CREDIT DIVISION 202-27
231 SOUTH LA SALLE STREET, CHICAGO, ILL. 66

END_OF_RECORDED DOCUMENT