

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY  
PARK NATIONAL BANK OF CHICAGO  
2908 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60618  
*By: S. J. [Signature]*

**TRUST DEED**

**24573169**



CHICAGO

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made August 3rd, 1978 between HILDA LOZANO, Divorced and not remarried

PARK NATIONAL BANK OF CHICAGO, a National Banking Association herein referred to as "Mortgagee", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesses:

THAT, WHEREAS the Mortgagee and Trustee are jointly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

FIVE THOUSAND AND NO/100 \_\_\_\_\_ DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagee of even date herewith, made payable to THE ORDER OF BEARER

and delivered in and by which said Principal Note the Mortgagee promise to pay the said principal sum on or before Five(5) years with interest thereon from August 3rd, 1978 until maturity at the rate of 9 per cent per annum, payable semi-annually on the 1st day of each month and of maturity in each year; all of said principal and interest being due after maturity at the rate of 9 per cent 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

PARK NATIONAL BANK OF CHICAGO in said City. NOW, THEREFORE, the Mortgagee 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 Mortgagee to be performed, and also in consideration of the sum of One Dollar as legal and 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:

**TRUST DEED DATED AGAINST**

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF**

**PARCEL 1:**

PARCEL NO. 1302 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRUIS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906, IN CASE NUMBER 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 40420, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24,014,190; TOGETHER WITH AN UNDIVIDED 1.992 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY);

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED APRIL 23, 1969, AND RECORDED APRIL 23, 1969, AS DOCUMENT NO. 20,820,211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 22719, AND EXCHANGE NATIONAL BANK OF CHICAGO, TRUST NUMBER 5174, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20,816,906, LYING WEST OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRUIS ADDITION TO CHICAGO, AFORESAID, WHICH LIES NORTH OF THE SOUTH LINE OF LOT 10 EXTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, accessories, contents, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a parity with all other estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, such as light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), vacuum, oil burner, stoves, doors and windows, floor coverings, indoor beds, awnings, stairs and water heaters. All of the foregoing are declared to be a part of the premises by the mortgagor 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 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 Mortgages 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 Mortgages the day and year first above written.

STATE OF ILLINOIS }  
County of Cook } SS

I, Cecaldine J. Szepkowski  
a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
HILDA LOZANO



who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ she \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ her \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3 day of August, 1978

Cecaldine J. Szepkowski Notary Public

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RECORDED & INDEXED 8 AM 11 29  
PROPERTY CLERK'S OFFICE

REC-8-3 199822 24573169 1 - REC 12.00

12.00

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

1. Mortgages shall (a) promptly repair, replace 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 incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when the same are due or become due or charge on the premises superior to the lien hereof, and upon request produce satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (d) comply 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. Mortgages shall pay before any penalty attaches at annual taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon request produce receipts to Trustee or to holders of the note duplicate receipts therefor. To receive said benefits Mortgages shall pay at full value premiums in the manner provided by statute, any tax or assessment which Mortgages may desire to contract.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is insured by law or under policy) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacement or to pay in full the indebtedness secured hereby, all in compliance with the requirements of the lender, and shall upon request produce receipts to Trustee for the benefit of the holders of the note, such receipts to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver 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 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 hereinafter required of Mortgages in any form and amount deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, reconveyance or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or cause any tax or assessment, if properly paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other necessary disbursements by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matters concerning which action herein authorized may be taken, shall be so made additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate determined by the post mortuary rate set forth in the note covering this trust deed, if any, otherwise the post mortuary rate set forth therein. Any 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 herein secured hereby shall have no liability, contractual or otherwise, relating to taxes or assessments, may do so voluntarily, or any bill, statement or demand presented from the appropriate public officer without liability with the accuracy of such bill, statement or demand.

6. Mortgages shall pay such sums of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary hereof or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any sum due on the performance of any other provision of the Mortgages herein mentioned.

7. Where a default herein occurs because of non-payment 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 costs of any kind 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, costs for advertising and other expenses, transportation charges, publication costs and costs which may be incurred as herein to be expended after entry of a decree of foreclosure of such abstract of title, title searches and examinations, title insurance policies, loanest certificates, and similar data and matters with respect to title in Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note the validity of the sale which may be had pursuant to such decree of the true condition of the title to 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 at the rate set forth in the note covering this trust deed, if any, otherwise the post mortuary rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to 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) any proceedings for the enforcement of any lien for the foreclosure hereof after accrual of such right to foreclose whether or not such proceedings are instituted by or for the benefit of Mortgages, or (c) any proceedings which might affect the premises or the security hereof, whether or not actually instituted by or for the benefit of Mortgages, or (d) any proceedings which might affect the premises or the security hereof.

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 hereof, including all such costs as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest on the principal note herein secured by this instrument; fourth, any surplus shall be paid to Mortgages, their heirs, legal representatives or assigns, in their right and order.

9. Upon, or at any time after the filing of a bill of foreclosure on 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 the sale, without notice, without regard to the solvency or insolvency of Mortgages at the time of appointment for said receiver and without regard to the time when the premises or whether the same shall be then encumbered as a mortgaged or not and the Trustee hereunder may be appointed as 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 the absence of a deficiency, during the full statutory period of redemption, whether there be redemptions or not, as well as during any further period when a receiver, except for the satisfaction of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may cause the receiver to use any funds belonging to the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby 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 (b) such other purposes as the court may direct, provided such application is made prior to foreclosure sale; (b) the deficiency in case of 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 proposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to accept the premises in all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, condition or condition of the premises, or to ascertain 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 examine any power herein given unless expressly obtained 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 agents or employees of Trustee, and a copy of this instrument satisfactory to it before executing any power herein given.

13. Trustee shall release this trust deed and the lien secured by proper instruments upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a receipt in proof to and at the request of any person who shall either before or after maturity thereof, produce and deliver to Trustee the principal note, with proof that all indebtedness hereby secured has been paid, which representation Trustee may accept or may without necessity require a receipt or approval of a surety or trustee, such acceptance or approval as the principal note herein described any note which bears an identification number corresponding to the place thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 never placed an identification number on the principal note described herein, it may accept as the genuine note herein described any note which may be produced and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated.

14. Trustee may cause by instrument in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed, in case of the resignation, voluntary or refusal to act of Trustee, the then Recorder or Register of Deeds in 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 are herein given Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be enforceable upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all persons liable for the payment of the whole or any part thereof, whether or not such persons shall have executed the principal note or the Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Notwithstanding this trust deed, Trustee or successor shall receive for its services a fee as determined by an official schedule in effect when the release deed is issued. Trustee or successor shall be entitled to separate 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 applicable to this trust deed.

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**IMPORTANT:**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL 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. 1760  
**CHICAGO TITLE AND TRUST COMPANY,**  
**TRUST NATIONAL BANK OF CHICAGO** Trustee  
By [Signature]  
Having etc. [Signature]

MAIL TO:

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

3950 N. Lake Shore Dr.

Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 480

NORTH LINE OF LOT 12 EXTENDED WEST, IN LAKE COUNTY