

TRUST DEED

1978 DEC 28 AM 9 03

24780857

Deliver To Recorder's Office

CLERK OF DEEDS COOK COUNTY ILLINOIS

RECORDER

Elizabeth L. Simmons

DEC-28-78

1978

24780857

REC

10.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made DECEMBER 21 1978, between RAMIRO GUERRA AND MARCIA GUERRA HIS WIFE, herein referred to as "Mortgagor", and HYDE PARK BANK 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of TWENTY THOUSAND \$ 20,000.00 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to 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 until at the rate of 10.25 per cent per annum in installments as follows:

DUE AND PAYABLE JUNE 19, 1979

Dollars on the _____ day of _____ 19____ and _____ Dollars on the _____ day of _____ 19____ thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the _____ day of _____ 19____. 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 seven 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 promises 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 accretions, title and interest therein, situate, lying and being, in the COUNTY OF COOK AND STATE OF ILLINOIS,

to wit: Lot 3 in Bottigliero's Resubdivision of Lots 39 and 40 and the East 4 3/10 feet of Lot 38 in Block 11 in Morris and other's subdivision of the West Half of the South West Quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Prepared By: Sandra Watson
% Hyde Park Bank & Trust Company
1525 East 53rd Street
Chicago, Illinois 60615

10.00

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, 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 real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached 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 real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms 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 bear right and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) 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.
Marcia C. Guerra (SEAL) *Ramiro Guerra* (SEAL)
María C. Guerra (SEAL) Ramiro Guerra (SEAL)

STATE OF ILLINOIS, } ss. Elizabeth L. Simmons
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ramiro Guerra and María C. Guerra, his wife

are personally known to me to be the same person, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they executed, signed, sealed and delivered the said Instrument as their free and voluntary act, and that they were not under any duress or compulsion therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of December 1978.
Elizabeth L. Simmons
MY COMMISSION EXPIRES December 31, 1980
Notary Public

1. Mortgages shall (1) promptly repair or cause to be repaired any building or improvement on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 exhibit satisfactory evidence of such payment to Trustee or to holder of the note; (4) comply, within a reasonable time, any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations to said premises except as required by law or municipal ordinance.

2. Mortgages shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one-twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage, by fire, lightning or windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay full the cost of the holders of the note, such rights 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. Mortgages shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for Standing Funds to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

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 required of Mortgages in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, reconvey or settle any tax lien or other prior lien or title or claim thereon or redemptions upon any taxable delinquent official tax liens, whether or not any other mortgages or liens are recorded against the premises, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other necessary expenses, shall be a first charge against the proceeds of the sale of the premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby and shall become immediately due and payable without notice as with interest thereon at the rate of seven per cent per annum. Trustee or Trustee or holder 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 hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

6. Mortgages shall pay 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 recourse to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any indebtedness of principal or interest on the note or (b) when default shall occur, in any case for three days in the performance of any other agreement of the Mortgages herein contained. Any delinquency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears. The extra expense involved in handling delinquent payments.

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, they shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, costs for documentary and expert reports, title searches, title certificates, necessary costs and costs which may be estimated as to amounts to be expended after entry of the decree of foreclosing all such abstracts of title, title searches, necessary costs and costs which may be estimated as to amounts to be expended after entry of the decree of foreclosing 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 shall be paid with interest thereon at the rate of seven per cent per annum, 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, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparations for 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, including all as herein mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to the debt secured by the note, with interest thereon as herein provided; third, as principal and interest remaining unpaid on the note; fourth, any surplus to Mortgages; and fifth, 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, with or without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the then 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 during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such case for the protection, possession, control, management and operation of the premises during the whole or any part thereof. The Court from time to time may authorize the receiver to apply the net income in his hands to the payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any debt, special assessment or other indebtedness which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency; (3) the costs and expenses of the receiver.

10. No action for the enforcement of the lien or of the provisions shall be subject 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 authority to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of his own gross negligence or abandonment or failure of the agent or employee of Trustee, and it may require a reasonable time for Trustee to file before extending any power herein given.

13. Trustee shall release this trust deed and the lien 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 release hereof to and at the request of any person who shall either before or after maturity of the note and before the expiration of the full statutory period of redemption, whether there be redemption or not, as well as during any further times when a certificate of identification is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears such certificate of identification and which purports to be executed by a prior trustee hereunder or by one who in substance with the description herein contained of the 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 executed a trust deed, any instrument identifying such note as the genuine note herein described any note which may be presented 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. Titles in which this instrument shall have been recorded or filed, in case of the resignation, shall be the responsibility or usual to act of Trustee, then Recorder or Registrar of the office 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 a holder given Trustee, 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" which, or any provisions 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 of this Trust Deed.

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. **HYDE PARK BANK AND TRUST COMPANY**

DELIVERY INSTRUCTIONS
NAME HYDE PARK BANK AND TRUST COMPANY
STREET 1525 E. 53rd STREET
CITY CHICAGO, ILLINOIS 60615

Assistant Vice President
Assistant Secretary
FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
07 South Claremont
Chicago, Illinois 60612

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