

UNOFFICIAL COPY



TRUST DEED

24 019 863

NO: S
10-380

JUL 20 9 AM '77

THIS INDENTURE, made July 1, 1977, between

LUIS HERNANDEZ DIAZ AND GUADALUPE MORENO DIAZ, 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 LRC/SIEH, witnesseth:

THAT, WITHIN A DAY after the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said holder or holders, by the instrument or instruments to be executed at the time of recording of the Note, in the manner and form of

Fifteen Thousand and no/100 (15,000.00) ----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
DEALERS.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from JULY 1, 1977 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 percent per annum in installments (including principal and interest) as follows:

Two Hundred and no/100 (\$200.00) Dollars or more on the 1st day of July 1777, and Two Hundred and no (\$200.00) Dollars or more on the 1st day of each month thereafter until said note is fully paid. 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 8 1/2 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 Samuel Yoelin & Matilda in said City.

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, situated, lying and being in the City of Chicago, COUNTY OF

COOK AND STATE OF ILLINOIS, COMPLAINANT, v. THOMAS NORTON, JR., COUNTY OF THE ILLINOIS, DEFENDANT.

The North 13 feet of the East 97 feet and the
North 1 foot lying West of the West Line of
the East 97 feet thereof of Lot 8 and the
South 15 feet of Lot 9 in Block 1 in Argyle,
being a subdivision of Lots 1 and 2 in Fussey
and Fennimore's Subdivision of the South East
Fractional 1/4 of Section 8, Township 40 North,
Range 14 East of the Third Principal Meridian and
of Lots 1 and 2 of Colchour and Conarde's Sub-
division of Lot 3 of said Fussey and Fennimore's
Subdivision.

10 00

which, with the property hereinabove described, is referred to herein as the "premises."
LOGI THER R with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits hereof for so long and during all such times, as Mortgagors may be entitled thereto (which are pledged primarily and on a pari, with said real estate, and not secondarily) and all apparatus, equipment or articles, now or hereafter thereon or thereon used to supply heat, gas, in conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without rest acting the foregoing), screens, window doors and 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

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and restrictions herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which notwithstanding, the Mortgagor do hereby expressly, definitely 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.

See's Marcellus Valley Seal |
See's Marcellus Valley Seal |

STATE OF ILLINOIS, ss
County of COOK, ss
a Notary Public in and reside in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Louis H. Heppner, Reg. No. 1, Court of Law, McHenry,

who are personally known to me to be the ~~holders~~^{holders} of the instrument whose name is ~~are~~^{is} subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that
they ~~were~~^{are} the ~~holders~~^{holders} signed, sealed and delivered ~~the~~^{the} instrument as ~~their~~^{their} free and
voluntary act, for the sum and amount of ~~one thousand dollars~~^{one thousand dollars}.

Given under my hand and Notarized at Salt Lake City, day of July 19 77
Notary Public

Secures One Instalment Note ~~with~~^{and} Interest Included in Payment.

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19. *Leucosia* *leucostoma* (Fabricius) (Fig. 10)

Page 1

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Page 2

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 inclemency so far as the law permits; (c) defend the property expressly abandoned by the holder of the note against all indebtedness which may be secured by a lien or charge on the same; (d) permit the holder of the note to pay when due any amounts indebtedness which may be secured by a lien or charge on the 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 required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts thereon. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may incur by contract.

3. Mortgagors shall keep the buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, wind, explosion, hail, storm, and other causes, and the holder is required by law to have its loan so insured under policies providing for payment by the insurance companies or money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory 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 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.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of the principal or interest upon principal, expenses, taxes, and purchases, disbursements, compensation for services, and other prior liens or title or claim thereon, or retain to itself the amount so paid, and may collect the same, and recover the same, and pay the same to the holders of the note, and authorized and all expenses, legal or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized 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 premium rate set forth therein. Trustee or holders of the note shall never be considered as having given up or released its right to recover on account of any default hereunder on the part of Mortgagors.

5. The trustee or the holders of the note may, by written notice, and without notice to Mortgagors, attach the same to taxes of assessments, may do so according to the full or other reasonable expense of so doing, and pay the same to the tax collector or to the agency of such bill, statement, or account, and may deduct any tax assessment, or expense, or other amount from the appropriate public office, without liability to the accuracy of such bill, statement, or account, and the holder of the note, or any assignee thereof, shall remain liable for the same.

6. Mortgagors 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 notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any clause 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 installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any covenant or agreement of the Mortgagors herein contained.

7. When the indebtedness hereon secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included, additional indebtedness in the decree for sale all expenses and expenses which may be incurred by the holder of the note, attorney's fees, and all costs which may be estimated to be reasonably necessary to be incurred after entry of the decree of possession of all such abstracts of title, title searches and examinations, title insurance policies, attorney's fees, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect such suit or to evidence to bidders at any sale which may be had pursuant to such decree 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 thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any; otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or (ii) any preparation for the defense of any threatened suit or action which might affect the premises or the security hereof, whether or not actually commenced, (iii) preparations for the defense of any threatened suit or action 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 secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the time when it will be foreclosed by this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver may make either bidings or sales, 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 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 Mortgagors, 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 are usual in such cases from the protection, possession, control, management and disposition of the premises during the whole of said period. The Court from whom such receiver is appointed may apply the same to satisfy the debts and expenses incurred in the whole of part of: (a) The indebtedness secured hereby, or by any other existing debt or obligation of such debtor, or to satisfy the same in whole or in part, or (b) the debts and expenses of the holder of or of such device, provided such application is made prior to the closing date of 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 brought to any extent which would not be good and available to the party instituting same in an original 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 ascertain the title, location, existence or condition of the property to be mortgaged, to inquire into the validity of the signatures, or to verify the authority of the signatories on the note or trust deed, and is not liable to record this trust deed or to exercise any power herein given unless expressly stated by the terms hereof, nor shall he be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct on the part of the agents or employees of Trustee, and it may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall record this trust deed and shall have the right to record it again if necessary, upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee has executed and delivered a release hereof to and at the request of any person who shall enter before or after maturity thereof, produce and show to Trustee the note, representation and agreement, and indebtedness hereby secured has been paid, which representation Trustee may accept or refuse. When release is refused, Trustee may record a successor trust deed or a prior trust deed under which which contains in substance the description herein contained of the original trust deed and it appears to be executed by the person herein designated as the maker thereof, and where the release is required of the original trust deed and it has never placed its identical show number on the note described herein, it may insert in the genuine note herein described, or, if none which may be present, and which conforms in substance with the description herein contained of the note, one which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may record by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the 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 are herein given Trustee.

15. This Trust Deed and all notes, bills of exchange, and other instruments, and be binding upon Mortgagors and all persons, firms and partnerships, and the executors and administrators of all persons herein shall include all such persons and all persons liable for the payment of the indebtedness in 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 executing this trust deed, Trustee or successor shall receive for its services a fee to be 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 provision of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER 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.

MAIL TO:

Samuel Yoelin
1536 N. Kedvale Ave.
Chicago, IL 60651

PLACE IN RECORDING OFFICE BOX NUMBER

Identification No.

CHICAGO TITLE AND TRUST COMPANY

Diane Smith
Trustee
Secretary, Assistant Vice President

FOR RECORDERS INDEX PURPOSES
INSURE STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

BOX 533

5104 N. Winthrop
Chicago, Illinois

END OF RECORDED DOCUMENT