INOFFICIAL COP

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

10.00

Pocara

THIS INDENTURE, made

19 77, between

RAY RODRIGUEZ and DOLORES RODRIGUEZ, his wife,

herein referred to as "Mortgagors," and SUBURBAN TRUST AND SAVINGS BANK.

an Illinois corporation oche oasiness in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth: evidenced by one certain Instalme. Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Nove the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the blance of principal remaining from time to time unpaid at the rate of -8-3/47--- per cent per annum in instalments as follows: ONE HUNDRED SIXTY THREE and 53/100------- (†163.53) -

and ONE HUNDRED SIXTY THREE and 53/100-19 77 day of September, Dollars on the 15th thereafter until said note is fully paid, where thereafter until said note is fully paid, where there is fully paid, where the paid is fully paid, where there is fully paid, where there is fully paid, where the paid is fully paid. All such payments on account of the indebtedness evidence d 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 execute per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illi oir, is the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Suburban Trust and Savings Bank, in writing a point and Savings Bank.

in with third 840 S. Oak Park Ave., Oak Park, III.

NOW THEREFORE the Mortgagors to secure the payment of the said principal sum of mon y sions and limitations of this trust deed, and the performance of the covenants and agreements a secure the programment of the covenants and agreements as the consideration of the sum of One Dollar in hand paid, the receipt where is a sum of the trustee. Its successors and assigns, the following described field Estate and all of their as

being in the to wit:

COUNTY OF

A CONTRACTOR OF THE PROPERTY O

Lot 18 in Block 7 in Jefferson Gardens a Subdivision of part of the West half of Section 6, Township 38 North, Range 12 East of the inited Principal Meridian, according to the plat recorded August 17, 1929 as 60. mm to 10457275, in Cook County, Illinois,

This Institute of Prepared by"
L. Nastasi, Suburban Trust
and Savings Lank, 840 S.
Oak Park Ave., O. k Park, Ill.

THIS MORTCACE IS A HINDR MORTCACH

Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts here-virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits

and and this trust deed)	asists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse are incorporated herein by reference and are a part hereof and shall be binding on the mort-
at the beating assess	possors and assigns.
WITNESS the hand.	and seal of Mortgagors the day and year first above written.
	[SEAL] X (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)
	7 10 00 2
	[SEAL]
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	. A Verbracken
STATE OF ILLINOIS.	I. A. VOYDERSKOIL. S.S. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook	(ss. RAY RODRIGUEZ and
	DOLORES RODRIGUEZ, his wife
	BYC to the the same person B whose name B BYCsubscribed to the foregoing In-

ent, appeared before me this day in person and acknowledged that... they said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the re-lease and waiver of the right of homestead.

(illerlen

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

- 1. Mortgagors shale (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become dam aged or be destroyed. (21 keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien no 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 the discharge of such price lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings 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 in said premises except as required by law or
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, apecial assessments, 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 therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors and desire to contest.
- A mutikagins shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under 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 companies astifactory to the holders of the note, under insurance under insurance under insurance under secured hereby, all in companies astifactory to the holders of the note under insurance under insurance about to expande, in case of insurance about to explicate the note. Such rights to be evidenced by the standard mortgage clause to be attached to each lover received to the note. and in case of insurance about to expire, shall de-
- 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 Mortgagues 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, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or interture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or interred in connection therewith, including attorneys feet, and any other moneys advanced by Trustee or the holders of the note to protect the mortshall be considered in the protect of the note shall be considered as a waiver of any right accruing to them on account of any the hereing the note of the note shall never be considered as a waiver of any right accruing to them on account of any tight thereing the note of the note shall never be considered as a waiver of any right accruing to them
- 5. The Truster of 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of a year, assessment, sale, for feture, tax like or title or claim thereof.
- into the valuinty of a y cax, assessment, sale, infecture, tax tien or title of claim increof.

 6. Mortgagors final fine cach teem of indebtedness herein irrentioned, both principal and interest, when due according to the terms hereof. At the

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- Twing the indenties as a serby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to Inrectione the level has of many suit to Inrectione the level has of many suit or Inrectione the level and included as additional indebtedness in the decree for sale all expenditures and extract a respective to the experimental properties. Trustee's lees, appears it is not to make a respective the expert evidence, stengarsher's charges and costs and costs which may be estimated as to items exists, and similar data and assurance will respect to title as Trustee's rehiders of the note may deem to be reasonably necessary either to prosecute site suit or to evidence to bidders a, any sale which may be had pursuant to such develope the trust condition of the title to or the value of the premises. All expenditures and expenses of the ne are in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately distinctions are considered to the expense of the new are in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately distinctions are considered to the expense of the new are in this paragraph mentioned shall become so much additional indebtedness accured hereby and immediately distinctions are considered to the expense of the properties of the expense of the foreclosure hereof after accrual of such right to foreclose whether or not accumenced; or (b) preparations for the defense of any suit for the foreclosure hereof after accrual of such right to forecome whether or not accumenced; or (c) preparations for the defense of any suit for the foreclosure hereof after accrual of such right to forecome whether or not accumenced; or (c) preparations for the defense of any suit for the foreclosure
- 8. The proceeds of any foreclosure sale of () e pre niv shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure priceruling, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebteness additional to that evidenced by the note, with interest theron as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear
- 9. Upon, or at any time after the filing of a bill to fore lose 1 is trust deed, the court in which such bill is field may appoint a receiver of said premises. Such appointment may be made either before or after ale, we must notice, without regard to the solvency 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 during the pendency of such foreclosure suit and, in case of a sice and a deficiency, then the pendency of such foreclosure suit and, in case of a sice and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mc tage rs, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, out all other powers which may be necess? are usual in the protection, possession, control, management and in payment in which or in part of . (1). The indebtedness secured here y, or by any decree foreclosing this trust deed, or any tax, special assessment or other long which may be or become superior to the len hereof or of ucc. or ere, provided such application is made prior to foreclosure sale; (2) the
- 10. No action for the enforcement of the lien or of any provision he collaboration is 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.

 12. Trustee or the holders of the note shall have the right to inspect the piece are at all reasonable times and access thereto shall be permitted for
- 13 Trustee shall release this trust deed and the lien thereof by proper instrumer, up a presentation of satisfactory evidence that all indebtedness accured by this trust deed has been fully paid; and Trustee may execute and deliver a lie whereof to and at the request of any person who shall, either before by after maturity thereof, produce and exhibit to Trustee the note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested (a successor trustee shereby seem paid, which representation Trustee may accept as true without inquiry. Where a release is requested (b successor trustees the requested of a successor trustee the remark accept as the genuine into herein described any more which bears a certificate of identification purpo, or be executed by a prior trustee thereunder or which conforms in substance with the desare is requested the original trustee and then purpore as the processor trustees are required to the conformal trustees and the purpore of the conformal trustees are required to the conformal trustees and the purpore of the conformal trustees are required to the purpore of the conformal trustees and the purpore of the purpose of the pu
- with the description herein contained of the note and which purports to be executed by the person herein designated as makers thereof.

 14 Trustee may resign by instrument in writing filed in the office of the Recorder or Registra; of titles in which this instrument shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the foliated title etwers and authority as are herein given Trustee.
- 15 This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all prisons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable to the plyment of the indebtedness or any part thereof, whether or not such persons that "have executed the note or this Trust Deed.

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I M P O R T A R T

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

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.______

SUBURBAN TRUST AND SAVINGS BANK, as Trustee,

Vice - President

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