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GEORGE E. COLE™ LEGAL FORMS

FORM No. 206 September, 1975 24 047 758

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TRUST DEED (Illinois) For use with Note Form 1448 othly payments including interest)

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Title:

The Above Space For Recorder's Use Only

THIS INDENTURE, made July 28, 19 77, between Frank P. Munoz and Frances Munoz, his wife & Anthony Munoz and Juanita Munoz, his wife herein referred to as "Mortgagors," and Albany Bank & Trust Co. N. A.

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer

which, with the property hereinatter described is referred to begin as the "premises."

103 of 11H 3 with all improvements, telegrants a commute, and appartenances thereto schowing, and all tents, issues and profits thereof for schowing in 1 trains of and time of and time of and time of and time of a distribution and be confident to tent (which rent), from our profits are declared partition and on a party with and confidence in the confidence of the confidence of the declared partition and in confidence whether such must of centrally completely and ventilation, including tentral to the foregoing are declared, which which as without the foregoing are declared, and a confidence in the appearance expensive assumes that therefore on mot, and it is never that all buildings and additions and a confidence of confidence and partition of some appearance expensive or assumes that therefore on the mentioned premises.

10 HAVE AND 10 HO D to the premises and trips of the foregoing and providence of the Homestead Eventpure (Law) of the State of Illinois, which and benefits Mortgagors of two pages. The coveraints conditions and provisions appearing on page 2 theory excessible of this Trust Deeds are incorporated berein by reference and hereby are made a part hereof the same as though they were here set only in all and shall be binding on Mortgagors, their feirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Quanta Musica (Seal) K Salary Public State of Illinois, County of ACook

ss... I, the undersigned, a Notary P.

in the State aforesaid, DO HEREBY CERTIFY that Frances Munoz, his wife & Anthony Munoz, his wife & Munoz, his wife & Anthony I, the undersigned, a Notary Public in and for s. BY CERTIFY that Frank P. Munoz in the State aforesaid, DO HERERY CERTIFY that Frank P. Munoz and Frances Munoz, his wife & Anthony Munoz and Juarit, Pass Eligi s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Gy signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal vis 28th

Commission expires 199

This instrument was prepared by ROY S. VERGO, SENIOR VICE PRESIDENT Notary 28th Commission expires This instrument was prepared by ROY S. VERGO, SENIOR VALBANY BANK & TRUST CO. N. A. 3400 W. LAWRENCE AVE., CHICAGO, ILL.60625

Anthony Munoz

(NAME AND ADDRESS)

NAME Albany Bank & Trust Co. N. A.

ADDRESS 3400 West Lawrence Avenue CITY AND Chicago, Ill. 10-9920 ZIP CODE 60625

- 3-5 RECORDER'S OFFICE BOX NO.

ADDRESS OF PROPERTY: 2622 S. Kildare Avenue Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS ABOUT DEED

(Seal) Frank P. Muno:

SEND SUBSEQUENT TAX BILLS TO:

DOCUMENT NUMBER

OR

MAIL TO:

The second second 1 1.

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's lens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special 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 the original or duplicate receips therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Morgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing on reparting the sain 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 1 notee for the hench of the holders of the note, such rights to be exidenced 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 payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or fille or claim thereof, or redgem from any tax sale or forefiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys 'fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein at 'orized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not e at \(\text{vii} \) in the interest thereon at the rate of eight per cent per annum. Inaction of Trustee or so the note shall never be considered as a salver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall percent item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall. Expression and the principal or interest, or in case do and shall occur and continue for three days in the performance of any other agreement of the Mortgagors, herein contained.
- of principal or interest, or in case do a fit shall occur and continue for tiree days in the performance or any other agreement or as management of the principal or interest, or in case do a fit shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall be allowed the right to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendity or and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys? (see, Trustee's fees, appraise's fees, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expende at or entry of the decree) of procuring all such abstracts of lifte, lifte searches and examinations, guarantee policies. Torrens certificates, and s mit. At and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sin. At evidence to bidders at any sale which may be had pursuant to such decree the true condition of the fifte to or the value of the premises. In add ston, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and include the development of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and includence to bidders at the analysis of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and includence to monection with a nature of the preparations in the case of the nature in this paragraph mentioned shall be come so much additional indebtedness secured for the preparations is the commenced of the new of the nature in this paragraph mentioned shall be compared to probate and bankinptey proceedings, to which either of the no-monection with an any additional indebtedness, berieve secu
- 8. The proceeds of any foreclosure sale of the premises shall be listricuted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all other items which under the terms hereof constitute secured indebtories additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 complaint to foreclose this Trust keed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sal, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the own without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the example 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 the control of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption of 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 by in any be necessary or are usual in such eases for the protection, possession, control, management and operation of the premises during the whole is an deriod. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of 1.1) he adebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or 1 for an experience 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 a deficiency which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall 1, 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 tir es and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truse or obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable try any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and we can require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory by dence 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 remest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness secured has been paid, which representation Trustee may execute and the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquity. Where a release is requested of as the second trustee may accept as the genume note herein described any note which bears a certificate of identification purpose, at the executed by a prior trustee may accept as the genume note herein description herein contained of the principal note and whi of purposes to be executed by the persons between designated as the maders thereof, and where the release is requested of the original trustee and he has nove revisited a certificate on any motionent identifying same as the principal note algebrated brigin, he may accept as the genuine [a note) note and which purposts to be executed by the persons beginned and which purposts to be executed by the persons beginned as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, mability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, mability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

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

identified herewith under Identification No.

Truste

END OF RECORDED DOCUMENT