

UNOFFICIAL COPY

This Indenture, made

24 057 257
August 8, 1977 between RADAME
IDALIA GARCIA, his wife.

On new
VJ 98890

herein referred to as Mortgagors and

Pioneer Bank & 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF
SIXTEEN THOUSAND AND NO/100 (16,000.00)

Dollars,

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to PIONEER BANK & TRUST COMPANY 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 unpaid at the rate of **9%** per cent per annum on installments as follows:

ONE HUNDRED SIXTY

THREE AND NO/100 (163.00)

Dollars

on the **15th** day of **September 77** and **ONE HUNDRED SIXTY THREE AND NO/100 (163.00)**
on the **15th** day of each **Month**, thereafter until said note is fully paid except that the
final payment of principal and interest of said note shall be due on the **15th** day of **August 92**. All such payments on account of the indebtedness evidenced by said note to be first
applied to interest on the unpaid principal balance and then to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of **9%** per cent per annum, and
all of said principal and interest being made payable at such bank, trust company 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
PIONEER BANK & TRUST COMPANY in said City, **of Chicago**.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of **16,000.00** and 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, situate, lying and being in the **City of Chicago, Cook County** and State of Illinois, to wit:

Lot 45 in block 18 in C. B. Simon's resubdivision of
Blocks 18 and 19 in Edward Simon's subdivision of the
South east quarter of section 3, Township 40 North,
Range 13 east of the Third Principal Meridian, in Cook
County, Illinois.

10 00

which, with the property hereinafter described, is referred to herein as the "premises".

10. If the Trustee shall at any time or times hereinafter require any improvements, fixtures, or appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which are
placed and firmly and on a party with said real estate and not severable, and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, or other
apparatus or equipment, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor plants, awnings, stores and water heaters. All of the foregoing
described to be part of said premises, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretofore placed in the premises by the mortgagors or their successors or assigns, shall be
considered as constituting part of the real estate.

11. To HAVE AND TO HOLD all said property with said appurtenances, apparatus, fixtures and other equipment intact and trustee forever, for the uses herein set forth, free from all rights and benefits under the Illinois Landlord and Tenant Law
of the State of Illinois, with all rights and benefits and Mortgagors hereby release and waive.

Mortgagors shall at all times hereinafter keep and maintain all buildings and structures situated on the premises in a good and safe condition and repair, without waste, and have and keep the same in a good and safe condition and repair, without waste, and to pay for the same so long as the same are maintained in the manner aforesaid. (2) keep and maintain in good condition and repair, without waste, and upon request exhibit satisfactory evidence of the discharge of an insurance loss to trustee or to holders of the note. (3) complete within a reasonable time any building or buildings now in or at any time in process of erection upon and previous to, (4) comply with all
requirements of law in regard to valuation as respects to the premises and the use thereof, (5) 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, 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full (unless noted), in the manner provided by statute, any tax or assessment which Mortgagors may be liable to
pay.

3. Mortgagors 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
monies sufficient either to pay the cost of restoring or repairing the same or to pay off the indebtedness accrued thereby, 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 above to trustee, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, 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 title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or
contest any tax or assessment. All monies paid for any of the purposes herein authorized or incurred, by any companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to
protect the mortgaged premises and the hereof, 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 the rate of **9 1/2** per cent per annum. Inaction 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 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

UNOFFICIAL COPY

6. Mortgagor shall pay exclusive 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 Mortgagor, all unpaid indebtedness, secured by this Trust Deed, notwithstanding anything to the contrary 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 in the above-stated day, or (b) and continue for three days, at the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness herein secured shall have been due whether in an acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the loan herein. In any suit to foreclose the loan herein, there shall be allowed and recoverable, additional indebtedness, in the sum of five dollars (\$5.00) per month, plus expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney fees, trustee fees, expenses for foreclosures, and other expenses, stamp taxes, charges, publication costs and costs which may be estimated, to the extent to be expended after entry of the decree of foreclosure, all such expenses, of title, title searches and examinations, insurance policies, title certificates, and cadastral maps and documents with respect thereto as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any suit which may be had pursuant to such decree the true condition of the title 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 the rate of 9 1/4 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate, including but not limited to any action or proceeding for the collection of any judgment, or (b) proceedings for the commencement of any suit for the foreclosure herein after acceleration of such right to foreclose whether or not actually commenced.

8. The proceeds of any forced sale or 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; second, on account of all items which under the terms hereof constitute satisfied indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the underlying debt are to be paid to the Mortgagor; then, legal expenses and costs as herein set forth.

9. Upon the date of acceleration of the note, the holder or holders of the note shall have the right to collect any amount due and unpaid on the premises. Such appointment may be made either before or after sale, without notice, without regard to the authority of the Mortgagor, at the time of application for such action and without regard to the then value of the premises or whether the same shall then be used 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 the same be redeemed or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be given or may be given to such receiver for the protection, preservation, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands for payment in whole or in part of (1) the indebtedness secured hereby, or any other debt for holding this trust deed, or any tax, special assessment or other fee which may be or become superior to the lien hereof or of such decree provided such application is made prior to foreclosure or (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof 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 reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has the duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, or 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 it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee may release this trust deed and the lien thereon 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 thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept and believe in good faith. Such instrument described and enter which bears a date and is for identification purposes to be executed by a new trustee hereunder or which contains or contains with the description herein contained of the note and which purports to be executed by the person herein described, it may accept 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 person herein designated as makers thereof.

14. Trustee may resubmit instrument as originally 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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles 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, and any Trustee or successor shall be entitled to receive full compensation for all acts performed hereunder.

15. This Trust Deed and all covenants hereof, shall stand to be 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. That in the event the ownership of said property in any part thereof becomes vested in a person other than the Mortgagors, the Trustee may, without notice to the Mortgagors, deal with such successor or successors in interest with the mortgagor and the debt hereby secured in the same manner as with the Mortgagors, and may foreclose to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagors herein, for any debts debt hereby secured.

17. If any Mortgagor ceases to own the property and thereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Mortgagor, holding any interest or title to the premises subsequent to the date of such decree or judgment.

18. Funds for Taxes and Insurance. Subject to applicable law, Mortgagors shall pay to Trustee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum equal to 1/12th of the yearly taxes and assessments, plus fire and wind insurance, hazard insurance, all as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bids and reasonable estimates thereof.

HOIS
RECORD

AUG 15 9 AM '77

REC'D BY

RECEIVER OF DEEDS

*24057257

Witness the hand _____ and seal _____ of Mortgagor the day and year first above written

RADIAMES GARCIA I DALIA GARCIA

STATE OF ILLINOIS,
County of Cook }

The undersigned
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY THAT Radiames Garcia and Idalia Garcia,
his wife,

are _____ 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 hath sworn that
they signed, sealed and delivered the said instrument as their _____ and _____
act for the uses and purposes therein set forth, including the release and waiver of
any claim to the property hereinabove described.

GIVEN under my hand and Notarial Seal this 10th day of August, A.D. 1977

Notary Public

The Installment Note mentioned in the within Trust
Deed has been identified herewith under Identification
No. 32825

Pioneer Bank & Trust Company, as Trustee,
by James M. Witz
Vice-- President,
Sacramento

This Instrument Prepared By: M / Rivera
PIONEER BANK & TRUST COMPANY, 4000 W. North Avenue, Chicago, Illinois 60639

BOX NO. 22

END OF RECORDED DOCUMENT