## **UNOFFICIAL COPY**

GEORGE E. COLE\* LEGAL FORMS FORM No. 206 ·斯尔克斯斯图 1875 24 260 371 September, 1975 1977 DEC 27 AM 9 44 TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest) 01.0.27-11 499745 0 20200371 0 A --- kee 100. The Above Space For Recorder's Use Only December 23, 19 77, between Luis Ortoneda and Nelly Ortoneda, THIS INDENTURE, made ... 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, crimed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer the mered, in and by which note Mortgagors promise to pay the principal sum of Elever. Thousand Fifty Two and 60/100-----ATHE TO THE TEST OF THE TEST O on the 21st y of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, she of one on the 21st tay of January 19 83 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments co still in principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of per cent per annun, and all such payments being made payable at Albany Bank & Trust Co. N. A. Lot 12 in Block 2 in McMillan ard Westmore's Sub. of the N. 1/2 of the N. E. 1/4 of the S. E. 1/4 of Section 27 Township 39 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "remises."

TOGETHER with all improvements, tenements, envements, and appurte ances / iereto belonging, and all rents, issues and profits the profits of for so long and during all such times as Mortgagors may be entitled thereto (which rev., issues and profits are pledged printarily and mental parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or an et's 17 my or hereafter therein or, theferoff tised to supply heating, as, water, light, power, refrigeration and air conditioning (whether single units or ee' rally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereaf a pract of in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and ass er, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homest an Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waite.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on prec 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were terest out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Morigagors they as and year-first plove written Mail Coloreda (Scal) Luis Ortoneda (Scal) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Cook\_ I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Luis Ortoneda and Nelly Ortoneda, his wife personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that hey 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. \_23rd nd official seal, this 19 77. Give 1979 . S prepared by: What were find lost which is now that they have a second for they have been second to the source of the second for This in ADDRESS OF PROPERTY: (NAME AND ADDRESS) 2615 S. Karlov Avenue Chicago,\_\_Illinois\_ THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED NAME Albany Bank & Trust Co. N. A ADDRESS 3400 West Lawrence Avenue SEND SUBSEQUENT TAX BILLS TO:

STATE Chicago, Ill. ZIP CODE 60625

RECORDER'S OFFICE BOX NO.

10-10241

OR

## **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 liens 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 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 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 may desire to contest.
- 3. Mortgagors 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 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 'sfault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgar ors, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrar. a in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on from any tax sale or torfeiture affecting said premises or contest any tax then or other prior lien or little or claim thereof, or tadem from any tax sale or torfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note! in private the reach matter concerning which action herein authorized and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized without notice any with interest thereon at the rate of eight 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 "of" of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stater end or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, stater ment or estimate or into the variety any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it in of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the ori cipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal rote or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby secures' still 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 either to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In ..., suit to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures are exponess which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outhys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended of expended of examinations, guarantee policies. Torcens certificates, and similar da a and assurances with respect to fille as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bilders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, an expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it mill did due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the n... of connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them stall 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 forcelosure hereof after accrual of such right to forcelose whether or not actually commenced; or (c) preparations for the commencement of any suit for the forcelosure hereof after accrual of such right to forcelose whether or not actually commenced; or (c) preparations for the commencement o
- 8. The proceeds of any foreclosure sale of the premises shall be ""ri" ted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including it's the items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indet ed es additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining applied; 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 Lee, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sate, sit out notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the time 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 ecciver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in use of a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any furnaer time. See most organization of such receiver, would be entitled to collect such tents, issues and profits, and all other powers when ruy he necessary or are issual in such cases for the protection, possession, control, management and operation of the premises during the while of said period. 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) the indebtedness secured hereby, or by any decree toreclosing this Trust Deed, or any tax, special assessment or other lien which may be or 'essent superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deliciency in case of a such control. Not after the my defined which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sal ject 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shal, 2 rustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable ..., any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, an , he reay 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 satisfactor, evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and y, the request 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 accept as true without inquiry. Where a release is requested of y we excessor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification properties to be acceuted by a prior trustee herein designated as the makers thereof; and where the release is requested of the original trustee and he has never exceuted a certificate on any instrument identifying same as the principal note described herein, he may accept as the geomic principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

  14. Trustee may regime by instrument in writing flat in the original trustee at Paristree of Trustee and the internal contained of the principal 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 of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability 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 rigagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

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

The	Installment	Note	mentioned	in	the	within	Trust	Deed	nas	been

identified herewith under Identification No. .

END OF RECORDED