## UNOFFICIAL COPY

GEORGE E. COLE® FORM NO LEGAL FORMS September,	206 1975 AND 4		Magraphica Na Crount the Hole
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly paymonts including inter		M 9 2824 270 244 5 0 5 1 • 24270244 • A	· ffec 1.0.66
THIS INDENTURE, rade De	cember 30, 1977, between	The Above Space For Recorder's Use Only ten Arturo Santander and herein referred t	Ofelia
Al	bany Bank & Trust Co. I	nty induted to the legal holder of a prin	
ermed "Installment Note, of Co.		_	
Tine Thousand One Human Comment of the payable in installments as form on the 28th day of February the 28th day of each and every the control of the control	分グ かめからもあからからいるできる。 illows: One Hundred Fifty T ary 1973 and One Hundre cry month one safter until said note is full	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Dollars  Dollars  ipal and interest, if not
by said note to be applied first of said installments constituting print of said installments constituting print the election of the legal holder the account at once due and payable, at the left in occurring the legal said the terms of the said in occurring the said of the	ncipal, to the ext nt no. paid when due, II such payments be payable at paid to the note may, for expanding a the legal holder of the note may, for expland without notice, the cipal sum replace of payment aforesaid in case default ms thereof or in case default shill cur and the ms thereof or in case default shill cur and	3 : all such payments on account of the principal balance and the remainder to princip to heaptigerest after the date for payment Albany Bank & Trust Co. om time to time, in writing appoint, which no emaining unpaid thereon, together with accrue shall occur in the payment, when due, of any d continue for three days in the performance after the expiration of said three days, withe otest and notice of profest. money and interest in accordance with the	the further provides that d interest thereon, shall installment of principal of any other agreement ut notice), and that all
imitations of the above mentioned fortgagors to be performed, and a tortgagors by these presents CONV and all of their estate, right, title an City of Chica	note and of this Trust Deed, and the jet loo in consideration of the sum of (ne EY and WARRANT unto the Trust e, its d interest therein, situate, lying and bare COUNTY OF COOK	of mance of the covening and the receipt whereof is or his successors and assigns, the following in the	hereby acknowledged, described Real Estate, OF ILLINOIS, to wit:
North 3 feet Lot 1	3 and S. 1/2 of Lot 12	in Block 3 in Pearson at the S. W. 1/4 of the N. East of the Third Princ	nd Kinne's W. 1/4 of ipal Meridian.
TOGETHER with an improve o long and during all such times as aid real estate and not secondarily ass, water, light, power, refrigeratic stricting the foregoing), screens, wi of the foregoing are declared and as all buildings and additions and all	on and air conditioning (whether single used to make a wainings, storm doors and wigged to be a part of the mortgaged premissimilar or other apparatus, equipment or a support premises.	ch rents, issues and profits re "eggeu primar or articles now or hereafter "er in or there nits or centrally controlled, a 'j "entitation indows, floor coverings, inac. b, toves ses whether physically attached nerr o or ne rticles hereafter placed in the prer b h	and water heaters. All ot, and it is agreed that Mortgagors or their suc-
and rights and benefits Mortgagors This Trust Deed consists of two tre incorporated herein by reference	do hereby expressly release and waive. vo pages. The covenants, conditions and p and hereby are made a part hereof the sa	rovisions appearing on page 2 (the revenue ame as though they were here set out in full	side of Illinois, which
PLEASE PRINT OR TYPE NAME(S)	Arturo Santander	(Seal) (falia San	tander
SIGNATURE(S)	.,,,	(Seal)	(Ceal)
State of Illinois County of	in the State aforesaid, I	I, the undersigned, a Notary Publi OO HEREBY CERTIFY that ander_and_Ofelia_Santand	
OUBLIAGRE OF	personally known to me subscribed to the forego	to be the same person.S. whose name Sing instrument, appeared before me this day ed, sealed and delivered the said instrument or the uses and purposes therein set forth, is mestead.	in person, and acknowl-
this instrument was prepared b	sea 30th	day of December	Notary Public
SAUSTAMINA OUE	lor Mcc President net Co. N.A. novembre #\$\$\text{pso. ILL 60628} Bank & Trust Co. N. A.	ADDRESS OF PROPERTY: 4434 N. Avers Avenue Chicago, Illinois THE ABOVE ADDRESS IS FOR STATIS	2427
1471111222	West Lawrence Avenue	THE ABOVE ADDRESS IS FOR STATIS FURPOSES ONLY AND IS NOT A PART OF TRUST DEED SEND SUBSEQUENT TAX BILLS TO:	ના :≿
CITY AND Chicas		(Name)	NUMBER NUMBER
OR RECORDER'S OFFIC	E BOX NO.	(Address)	R

## 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 idings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from thanic'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 any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory dence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as visually consented to in writing by the Trustee or holders of the note.
- 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 b'. 'tached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurar e ab tut 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 Mortgago. In any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it you, and purchase, discharge, compromise or settle any tax lie or other prior lien or title or claim thereof, or redeem from any tax sale or 'or fet ure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or 'icerted in connection therewith, including reassonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note to prove the mortgaged premises and the lien betreft, plus encountered to the purposes the matter concerning which action herein anti-rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and "O' Dierest 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 'a,' right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the howers of the mote hereby secured making any payment bereby authorized relating to taxes or assessments, may do so according to any biff, statement, or simale procured from the appropriate public office without Inquiry into the accuracy of such biff, statement or estimate or into the validity is a y tax, assessment, sale, forfeiture, tax lieu or title or claim thereof.

  6. Mortgagors shall pay each item in indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the interioral note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note 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 in continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured and been act due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In my sult to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and xpenses 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, outlays. If we mentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after ntry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar o in material assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evad ice 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. In addition, at level of the true the hadden of the premises on the nature of the premises of the note in a mection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall expant, either as plaintiff, claimant or defendant, by reason of this Trust Decd or any indebtedness hereby secured; or (b) preparations for the 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 it may as are mentioned in the preceding paragraph hereof; seemed, all other thems which under the terms hereof constitute secured indebtedness and ional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair, for th, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentiatives or assigns as their rights may appear.

  9. Upon or at my time after the filing of a complaint to forcelose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without negard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then valt of the premises or whether the same shall be then eccupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. So the ceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during a further times when M ragors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may one ressary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sa 1 peric d. 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 indebed schess secured hereby, or by any decree foreclosing this Trust Deed, or may tax, special assessment or other lien which may be or become, as aerior 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 if Corey.

  10. No action for the enforcement of the lien of this Trust Deed, or may the view of this Trust Deed.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sut ice, 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 times and cases, 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 Trustee be it igated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for 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 he may 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 evidence had all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the rear 1 of any person who shall either before or after nearly begreen produce and estible. Trustee the principal note, representing that all it are; ones hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting, o' executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and whi in ports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and is had never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein, contained of the principanote 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 he

seen recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, that he 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 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.

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.

identified herewith under Identification No.
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Trustae

END OF RECORDED DOCUMENT