

372768

654687

25 400 236



TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney A. Olson*  
RECORDER OF DEEDS

1980 MAR 24 PM 12:54

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made March 3 19 80 between  
Raul Insurriaga and Aurora Alfaro Insurriaga, his wife  
herein referred to as "Mortgagors," and CHICAGO TITLE AND 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 holders of the Instalment Note hereinafter described, said  
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

\_\_\_\_\_ Nine Thousand and NO/100ths \_\_\_\_\_ Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF  
BEARER

and delivered, in and by \_\_\_\_\_ said Note the Mortgagors promise to pay the said principal sum and interest  
from March 4, 1980 \_\_\_\_\_ on the balance of principal remaining from time to time unpaid at the rate  
of 13.5 \_\_\_\_\_ per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Seven and 09/100ths \_\_\_\_\_ Dollars or more on the 3rd day  
of April 1980, and Two Hundred Seven and 09/100ths (207.09) \_\_\_\_\_ Dollars or more on  
the 3rd day of each month thereafter until said note is fully paid except that the final payment of principal  
and interest, if not sooner paid, shall be due on the 3rd day of March 19 85. All such payments on  
account of the indebtedness evidenced 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 13.5 \_\_\_\_\_ per annum, and all of said principal and interest being made payable at such banking house 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, the \_\_\_\_\_ at the office of University National Bank  
in said City, Chicago

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said 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 \_\_\_\_\_ COUNTY OF  
Cook AND STATE OF ILLINOIS, to wit:

Lot 24 in Block 2 in Loeb and Harris Subdivision  
of the South half of the West half of the South  
half of the North half of the South West quarter  
of Section 4, Township 38 North, Range 14, East  
of the Third Principal Meridian, in Cook County,  
Illinois. Commonly known as 4431 S. Union Ave.

11.00

This instrument prepared by  
Kenneth R. Sticken, Vice-President  
University National Bank, Chicago, IL

which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits  
thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a first priority with said real  
estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air  
conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the  
foregoing), screens, window shades, storm doors and windows, floor covering, inador beds, awnings, stoves and water heaters of the  
foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar fixtures, apparatus,  
equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting a part of  
the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, 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 Homestead Exemption Laws of the State of Illinois, which  
said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of  
this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,  
successors and assigns.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.  
*Raul Insurriaga* [SEAL] *Aurora Alfaro Insurriaga* [SEAL]  
Raul Insurriaga Aurora Alfaro Insurriaga

STATE OF ILLINOIS, \_\_\_\_\_ i, Celestine M. Harvey  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of \_\_\_\_\_ THAT Raul Insurriaga and Aurora Alfaro Insurriaga, his wife

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the  
\_\_\_\_\_ instrument, appeared before me this day in person and acknowledged that  
\_\_\_\_\_ have signed, sealed and delivered the said instrument as their \_\_\_\_\_ and  
\_\_\_\_\_ for the uses and purposes therein set forth.  
\_\_\_\_\_ under my hand and Notarial Seal this \_\_\_\_\_ 3rd \_\_\_\_\_ day of March 19 80

*Celestine M. Harvey*

(372768)  
67-63934  
20-04-913-013

25 400 236

BOX 533

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 at least ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder before or after the maturity of 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 thereon, or redeem from any tax sale or foreclosure 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 attorney's 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 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

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 notice 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 thereon.

6. Mortgages shall pay each item 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or 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, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fee, appraiser's fees, outlays for documentary and court costs, expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to buyers at any sale which may be had pursuant to such decree the true condition of the title to or 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall 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 foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages 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 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time or Mortgagee's extension for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, 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 in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree, judgment or order rendered in such foreclosure suit and, in case of a deficiency, may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be a 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 access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record his 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnity satisfactory to it 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 that the 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 as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by the original trustee or which conforms in substance with the description herein contained of the original trustee and if the same is to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, 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 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 resignation, disability or refusal to act of Trustee the then Recorder of Deeds of 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. **654687**  
**CHICAGO TITLE AND TRUST COMPANY**  
Trustee  
By *Jane Davies*  
Assistant Secretary/Assistant Vice President

MAIL TO:  
University National Bank  
1354 E. 55th Street  
Chicago, IL 60615

PLACE IN RECORDER'S OFFICE BOX NUMBER 538

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
4431 S. Union Ave.

"RIDER ATTACHED AND MADE A PART OF  
TRUST DEED DATED 3-3-80"

17. During each year of the term of this mortgage, the mortgagors agree to deposit each month equal amounts sufficient to cover the general tax bill levied for the current year on the premises herein; such payments to be computed on the basis of the most recent tax bill issued for said premises during the term hereof; in the event the monthly deposits so made shall be insufficient or inadequate to pay the tax bill for which the deposits aforementioned have been made, then the mortgagors agree to pay the deficiency upon demand.

18. Any conveyance or contract effecting the title of the mortgagors herein made without express consent of the University National Bank, Chicago, Illinois shall constitute a breach of this agreement and render the then unpaid principal balance of this mortgage due and payable on demand.

19. Privilege granted borrowers to pay additional principal payments or any multiple thereof, on any interest payment date without penalty. In the event that the maker exercises the right of prepayment hereunder, they shall nevertheless continue to make monthly payments of Principal and Interest although such prepayments had not been made.

20. In the event that any alterations, conversion of apartments or home, or any remodeling program on the property described herein is entered into, or if premises are overcrowded or used as a rooming house, without the express written permission from the holder of the note, then said mortgage shall become due and payable in full upon demand by the holder of the note.

Raul Insurriaga  
Raul Insurriaga

654687

Aurora A. Insurriaga  
Aurora Alfaro Insurriaga, his wife

Dated March 3, 1980

25 APR 23 1980