

UNOFFICIAL COPY



TRUST DEED
663663

25664088

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1980 NOV 13 AM 10:23

Sidney R. Olson
RECORDER OF DEEDS

25664088

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 11, 1980, between Pedro Gutierrez and Norma Gutierrez, 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

One Hundred Thirty Two Thousand and no/100-----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 which said Note the Mortgagors promise to pay the said principal sum and interest from November 11, 1980 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in installments (including principal and interest) as follows:

Ten Thousand and no/100-----Dollars or more on the 30th day of December 1980, and One Thousand One Hundred Seventy Seven ³⁴/₁₀₀ Dollars or more on the 11th day of each month thereafter ~~and no/100-----Dollars or more on the 11th day of each month thereafter~~ until the final payment of principal and interest, if not sooner paid, shall be due on the 11th day of December 1985. 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 installment unless paid when due shall bear interest at the rate of legal time 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, then at the office of Charles Gustin in said City.

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 Town of Morton Grove COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 4 in Leo Brandess Subdivision of part of the West 1/2 of the South West 1/4 of the South East 1/4 of Section 20, Township 41 North, Range 13 Cook County, Illinois

(See Rider attached Herto)

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 parity 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 coverings, inador beds, awnings, stoves and water heaters. All 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 apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting 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.

Pedro Gutierrez [SEAL] *Norma Gutierrez* [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS,

County of Cook

I, Helen Roach
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Pedro Gutierrez and Norma Gutierrez, his
Wife

who are personally known to me to be the same person S whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of November 1980.

Helen Roach Notary Public

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

1. Mortgagors 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 mechanic's 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. 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 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 or wind storm (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 such insurance policies 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 default herein, 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 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 prematurity 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 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 statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note and without notice to Mortgagors, 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 Mortgagors 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 in 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and 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 documents 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 title holders at any sale which may be had pursuant to such decree the true condition of the title to 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity 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, to 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 surplus to Mortgagors, 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 Mortgagors 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 sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except 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 foreclosing this trust deed, or any tax, special assessment or other lien which 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 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 the trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions he may commit 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 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 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 a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports 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, inability 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 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. 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 provisions of this trust deed. The provisions of the "Trust And Trustees 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. **663663**
CHICAGO TITLE AND TRUST COMPANY,
Trustee,
By *Andrew J. [Signature]*
Assistant Secretary/Assistant Vice President

☒ **FISHER & FISHER**
MAIL TO: 188 W. RANDOLPH Suite 900
CHICAGO, 60601, ILL

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

☐ PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 533**

UNOFFICIAL COPY

RIDER TO TRUST DEED DATED NOVEMBER 11, 1980
PEDRO GUTIERREZ AND NORMA GUTIERREZ TO
CHICAGO TITLE & TRUST COMPANY.

This wraparound deed of trust is a second deed of trust. It is inferior to a certain mortgage herein called the first mortgage which covers the above described property and which was executed on 8-13-76, by trustor herein in favor of Damen Savings & Loan herein called first beneficiary, and recorded on 8-17-76, in the Official Records of Cook County, State of Illinois, Number 23499986. Such first mortgage of trust was given to secure the payment of the principal sum of \$70,000.00 as evidenced by a promissory note executed by Charles & Betty Gustin. With respect to the first mortgage trustor and wraparound beneficiary agree as follows:

(a) There exists no default or any event that would constitute a default under the first mortgage and information set forth above with respect to the first mortgage is accurate in every respect.

(b) Trustor will pay directly to wraparound beneficiary, its successors and assigns, the installments of principal and interest required first mortgage in accordance with the terms of the note hereby secured and will not make any payment directly to first beneficiary or request any release, partial release, amendment or other modification of the first mortgage without the prior written consent of the wraparound beneficiary and its successors and assigns.

(c) Trustor will do all things necessary and proper to advise first beneficiary that payments of principal and interest and other items required by the first mortgage will be furnished by wraparound beneficiary, its successors and assigns, and copies of all notices and correspondence concerning the first mortgage be directed to wraparound beneficiary.

(d) Trustor will render such performance to wraparound beneficiary as may be required of trustor by the terms of the first mortgage.

(e) Trustor will not exercise any right or privilege of prepayment of principal or interest under the first mortgage, and will not enter into any agreement with first beneficiary modifying or amending any provisions or the first mortgage without the prior written consent of wraparound beneficiary.

(f) If an event of default occurs hereunder or under the first mortgage wraparound beneficiary may make any payment or perform any act required under the first mortgage, in any form and manner deemed expedient by wraparound beneficiary, and may make full or partial payments of principal or interest on the first mortgage, and purchase, discharge, compromise or settle the first mortgage in the event wraparound beneficiary makes any such payments to first beneficiary, wraparound beneficiary shall be subrogated to the rights of first beneficiary against trustor and the property that is subject to the first mortgage.

(g) If for any reason other than wraparound beneficiary's failure to make payments of installments of principal or interest on the first mortgage the indebtedness secured by the first mortgage is accelerated or the subject property or any part thereof is sold, or attempted to be sold, pursuant to such first mortgage, or any remedial action or proceeding is taken or instituted in respect of the property or any part thereof under the first mortgage, trustor will indemnify wraparound beneficiary against any loss, cost or expense incurred by wraparound beneficiary, including reasonable attorneys' fees, in contesting any such action taken or instituted or in attempting to reinstate such first mortgage or (2) incurred by wraparound beneficiary on account of the acceleration of the first mortgage, the sale of the property pursuant thereto, or wraparound beneficiary's purchase or payment of the first mortgage.

663663

UNOFFICIAL COPY

PAGE - 2 -

(h) In consideration of the execution and delivery of the note secured by this trust deed, wraparound beneficiary agrees to pay the instalments of principal and interest as the same become due under the first mortgage, but only from, and to the extent of, the payments of principal and interest received by wraparound beneficiary on the note hereby secured. The foregoing obligation shall in no event include in respect to the first mortgage any penalty or premium, or any amounts required to be paid in addition to principal or interest or any instalments of principal or interest which become due by acceleration, except any such penalty, premium or amounts required to be paid as a direct result of wraparound beneficiary's failure to perform its obligations hereunder.

(i) Wraparound beneficiary will, at the time it makes each payment to first beneficiary, send to trustor an advice that each such payment has been made.

(j) Notwithstanding any other provisions in this trust deed, if, pursuant to the first mortgage, insurance proceeds in respect of any damage or destruction or any award or payment applicable to a taking by eminent domain are applied against the note secured by the first mortgage, wraparound beneficiary may declare the note hereby secured due and payable at any time thereafter unless the property remaining after any such taking or damage or destruction is sufficient in wraparound beneficiary's sole judgment to adequately secure the payment of the note hereby secured.

(k) The references contained in this trust deed to the obligations of trustor wraparound beneficiary to pay any sum owing on the first mortgage shall not constitute an assumption of personal liability for any such payment and shall not in any way modify the obligations of trustor to first beneficiary beyond the obligations of trustor under any existing agreement with first beneficiary.

Edna Gutierrez
Norma Gutierrez

Robert He
Betty Fisher

BOX 533

25661008

MAIL TO:

J. BARRY FISHER
18800 RANDOLPH
Suite 900

CHICAGO IL 60602

663663

END

DOCUMENT