



TRUST DEED

25 359 216

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Sidney K. Olson  
RECORDER OF DEEDS

1980 FEB 13 PM 3-04

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

FEB 12 '80 67 59 207X 0

THIS INSTRUMENT, made February 5, 1980, between  
JUAN LOZA AND ROSALBA LOZA, HIS WIFE  
herein referred to as "Mortgagors," and RICHARD A. CZAPLICKI  
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 -----

THIRTY-THOUSAND SEVEN-HUNDRED-FIFTY 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 February 1, 1980, on the balance of principal remaining from time to time unpaid at the rate  
of 13-1/2--- per cent per annum in instalments (including principal and interest) as follows:

THREE-HUNDRED-SEVENTY-TWO AND NO/100----- Dollars or more on the 1st day  
of March 1980, and THREE HUNDRED-SEVENTY-TWO AND NO/100----- Dollars or more on  
the 1st day of each and every 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 1st day of February, 2000. 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 13-1/2--- 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 National Security Bank of  
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 96 in Ira P. Bowen and Wait's Subdivision of Block 13 in  
Canal Trustee's Subdivision in Section 7, Township 39 North,  
Range 14, East of the Third Principal Meridian, in Cook County,  
Illinois.\*\*

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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 S and seals of Mortgagors the day and year first above written.

Juan Loza [ SEAL ] Rosalba Loza [ SEAL ]  
Juan Loza [ SEAL ] Rosalba Loza [ SEAL ]

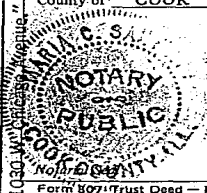
STATE OF ILLINOIS, }  
I, Maria C. Santiago  
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of Cook THAT Juan Loza and Rosalba Loza, his wife

who are personally known to me to be the same person s whose name s they 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 5th day of February 19 80.

Maria C. Santiago Notary Public

This instrument was prepared by Sidney K. Olson  
National Security Bank of Chicago,  
1030 W. California Avenue,  
Chicago, Illinois 60607







14. In the event of the death or permanent removal from said Cook County of the Trustee, or his refusal or failure to act then The Chicago Title and Trust Company of said Cook County is hereby made first successor in this Trust, and invested with all the title and the powers granted to said Trustee.
17. FUTURE ADVANCES. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$100.00.

18. WAIVER OF STATUTORY RIGHTS

First party shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Trust Deed, but hereby waives the benefit of such laws. First Party for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on behalf of the First Party, the trust estate, and all persons beneficially interested therein, and each any every person except decree or judgment creditors of First Party in its representative capacity and of the trust estate acquiring any interest in or title to the premises subsequent to the date of this Trust Deed. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 18b of "An Act in regard to judgments and decrees, and the manner of enforcing them by execution, and to provide for the redemption of real estate sold under execution, and to provide for the redemption of real estate sold under execution or decree and for the release of liens on real estate by satisfactions of money judgments by the court," approved March 22, 1872, as amended (Ill. Rev. Stats., Ch. 77, Sec. 18b).

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Property of Cook County Clerk's Office

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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. \_\_\_\_\_  
**CHICAGO TITLE AND TRUST COMPANY,**  
**RICHARD A. CZAPLICKI, Trustee,**  
By *Richard A. Czapliski*  
*Assistant Secretary/Assistant Vice President*

25359216

MAIL TO: National Security Bank of Chicago  
1030 West Chicago Avenue  
Chicago, Illinois 60622 **BOX 495**

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
1910 West Ohio Street  
Chicago, Illinois 60622