



686508
TRUST DEED
26 489 497

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 JAN 31 PM 2:50

Leidy H. Olsen
RECORDS OF DEEDS
26489497

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made January 28, 1983 between Jesus Mendoza Garcia and Maria del Refugio M. Roman

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 **twenty-five thousand and no cents (\$25,000.00)** 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, 1983** 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:

\$324.58 Dollars or more on the **1st** day of **February** 19 **83**, and **\$324.58** Dollars or more on the **1st** 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 **1st** day of **January, 1998**. 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 **18 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, 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 **CITY OF CHICAGO** COUNTY OF **COOK** AND STATE OF ILLINOIS, to wit:

Lot 7 in Webster's Subdivision of Lot 2 in Block 40 in the Canal Trustees' Subdivision of the West 1/2 and so much as lies West of the South Branch of the Chicago River of the South East 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

11 00

RIDER ATTACHED: The covenants, conditions and provisions appearing on page 3 (in the attached rider) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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. **RIDER ATTACHED**

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

[SEAL] *Jesus Mendoza Garcia* [SEAL]

[SEAL] *Maria del Refugio Roman* [SEAL]

STATE OF ILLINOIS,
County of Cook

SS. James P. Gallagher
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Jesus Mendoza Garcia and Maria del Refugio M. Roman



who are personally known to me to be the same person s whose names 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 28th day of January 1983.

James P. Gallagher
Notary Public

BOX 533

26 489 497

68-85-968A (291)
prepared by EGGERT, AMHUR, TIGBY, KRIEGER, PLACE, CHICAGO, ILL. 60616

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

- Mortgagees 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) comply with 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.
- Mortgagees 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 Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.
- Mortgagees 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.
- In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagees 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 claim thereof, or redeem from any 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 with 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 promaturity rate set forth therein, in favor 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 Mortgagees.
- 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 secured 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 thereof.
- Mortgagees 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 Mortgagees, 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 instalment 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 Mortgagees herein contained.
- 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 as herein provided, 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 assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary to prosecute such suit or to evidence the title to the premises, and all 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 promaturity 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 of the lien hereof or for the enforcement of any lien or other security hereof, 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.
- 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 Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.
- 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 Mortgagees 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagees, 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 or any part thereof. 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 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 a deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available 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 permitted for that purpose.
- 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 this trust deed, nor shall Trustee be obligated 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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, before or after maturity, 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.
- 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" 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 of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 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.

686508

CHICAGO TITLE AND TRUST COMPANY, Trustee.
 By *[Signature]*
 Assistant Secretary / Assistant Vice President

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.

26 489 497

MAIL TO:

attention Nora 533

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

PLACE IN RECORDER'S OFFICE BOX NUMBER

RIDERS REFERRED TO ON PAGE 1 OF THIS TRUST DEED

17. Mortgagors shall occupy the premises during term of the Note.
18. Mortgagors agree, in the event of default, to be personally liable for any money difference between the unpaid balance of the Note and the net proceeds of the subsequent foreclosure sale.

19. In the event that the Mortgagors shall sell, transfer, convey, or assign the title of all or any portion of the premises, or all or any portion of the beneficial interest of Mortgagors (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing, the Trustee or Note Holders, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance, accrued interest to be immediately due and payable without notice to Mortgagors. Any waiver by Trustee or Note Holders of this provision shall not be deemed to be a waiver of Trustee's or Note Holder's right to insist upon strict compliance with this provision in the future.

20. All rights and remedies herein provided are cumulative. The Note Holders secured hereby and of every other obligation secured hereby may recover judgment hereon, issue execution, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing any right afforded by this Mortgage.

21. Mortgagors acknowledge that this is initially a Purchase Money Mortgage.

22. All rights, title, and interests of the Mortgagors in and to all present leases affecting the premises, and including and together with any and all future lease upon all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues, and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Note Holder as further security for the payment of the indebtedness under the provisions of a certain instrument captioned Assignment of Rents, of even date herewith executed by Mortgagors and incorporated by reference, the terms, covenants, and conditions of which are made a part hereof, with the same force and effect as though the same were more particularly set forth. At Note Holder's option, all future leases affecting the premises shall be submitted by the Mortgagors for its approval prior to the execution thereof. All such approved and executed leases shall be specifically assigned to the Note Holder by instrument in form satisfactory. All or any such leases shall, at the option of the Note Holder, be paramount or subordinate to this Mortgage.

The Mortgagors expressly covenants and agree that if the Mortgagors, as lessors under any lease so assigned, fail to perform and fulfill any term, covenant, condition, or provision in said lease or its or their part to be fulfilled, at the times and in the manner in said lease provided, or if the Mortgagors suffer or permit to occur any breach or default under the provisions of any assignment of any such lease given as additional security for the payment of the indebtedness secured hereby, or if the Mortgagors fail to perform or fulfill any of the terms in said lease required to be performed by them as tenants thereunder; or if the Mortgagors fail to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms or covenants which are required to be performed or fulfilled by them as tenants thereunder; or if the Mortgagors fail to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants, or provisions, which are required to be performed by the lessee or lessor of any other lease hereafter assigned to Note Holder pursuant to the foregoing requirement, then, in any event, at the option of the Note Holder secured hereby and without notice, such breach or default shall constitute a default hereunder and all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said Note or in this Mortgage to the contrary, become due and payable as in case of other defaults at the default interest rate. Said rate being 5% per annum in excess of the Note rate.

23. No assumption of this Mortgage shall be permitted or suffered by the Mortgagors and they expressly covenant and agree,

24. Mortgagors may at any time prior to maturity of this Note prepay the full principal balance without any prepayment premium or penalty. Any partial or fractional principal payment of less than the full principal balance will be accepted to reduce the term to maturity of the principal also without any premium or penalty for principal prepayment.

25. Each monthly payment of principal and interest due under the Note shall be received by the holder of the Note or the appointed named depository by the tenth day of the due date of said payment or else a five percent (5%) "late" charge will apply to the full payment on the 11th.

XX

26 489 497

686508