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TRUST DEED

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1983 APR 4 PM 3:51
APR-4-83 744448 26557228 11.00
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made April 4, 1983, between ANDRES THOMAS BLEI and ESTELA DOLORES BLEI, his wife, herein referred to as "Mortgagor", and HYDE PARK BANK 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 holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of FIVE THOUSAND and No/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 15.5 per cent per annum in instalments as follows: One Hundred Twenty and 27/100 (\$120.27)

Dollars on the 11th day of May 1983* and One Hundred Twenty and 27/100

Dollars on the 11th day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 11th day of April 1988. 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 17.5 per cent 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 hereby present CONVEY and WARRANT unto the Trustee, his 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: (Legal description is attached below)

-UNIT NO. 12-B AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'): LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 1 IN EAST END SUBDIVISION OF THE PART OF THE SOUTH 7.86 CHAINS OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTH 10 CHAINS OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 13, LYING EAST OF THE EAST LINE OF PARK AVENUE IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID PREMISES THE EAST 8 FEET THEREOF TAKEN FOR ALLEY) IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY THE NATIONAL BOULEVARD BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 28, 1969 AND KNOWN AS TRUST NUMBER 3229 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 21607006, TOGETHER WITH AN UNDIVIDED 3.465 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY) ALL 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 therefrom so long and during all such times as Mortgages 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 drains and windows, floor coverings, radar 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.

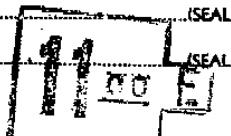
TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.

..... (SEAL)
..... (SEAL)

Andres Thomas Blei
Andres Thomas Blei (SEAL)
Estela Dolores Blei
Estela Dolores Blei (SEAL)



26587228

STATE OF ILLINOIS, ss. I, Jessye L. Trotter,
County of COOK, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Andres Thomas Blei and Estela Dolores Blei, his wife,



are personally known to me to be the same person(s) whose name(s) 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 6th day of April, A. D. 1983.

Jessye L. Trotter
Notary Public.

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This document was prepared by Jessy L. Trotter, 1525 E. 53 Street, Chicago, Illinois 60615.

1. Mortgagor shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for less than expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon receipt exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or building now or hereafter; (5) comply with all requirements of law or municipal ordinances with respect to the premises; and the tax thereon; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal in amount to the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagor shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagor shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorms 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 insurances satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Trustee including additional and renewal policies, to holders of the note, and in case of insurances above to expire, shall deliver renewal policies not less than 60 days prior to the respective dates of expiration. Mortgagor shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurances premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagor 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 thereon, or redeem from any tax sale or foreclosure sale any real estate, including any other moneys advanced by Trustee or the holders of the note to take possession of the mortgaged premises and the lien hereof, plus reasonable compensation thereon, and such matter concerning which action herein authorized may be taken, shall be an encumbrance on the premises and shall be a lien in priority to all other liens and claims payable without notice and with interest thereon at the rate of 17% per annum from the date of such action until the same is fully satisfied, and shall be a lien in priority to all other liens and claims payable without notice and with interest thereon at the rate of 17% per annum from the date of such action until the same is fully satisfied, and shall be a lien in priority to all other liens and claims payable without notice and with interest thereon at the rate of 17% per annum from the date of such action until the same is fully satisfied.

5. Trustee or the holders of the note hereby secured making any payment or hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any lien thereon.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Trustee or the holders of the note, and without notice to Mortgagor, 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 Mortgagor herein contained. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than three days in arrears to cover the extra expense involved in handling delinquent payments.

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 the event of foreclosure, 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and other expenses, and costs of advertising, publication, costs and costs (which may be estimated as to items to be expended after the date of the decree) of preparing all such abstracts of title, title searches and examinations, guarantee policies, Terms certificates, and similar data and assurances with respect to the title as Trustee or holders of the note may lawfully be reasonably necessary either to protect the interests of the holders of the note or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 shall be due and payable with interest thereon at the rate of 17% per annum from the date of such decree, whether or not such additional claimant or defendant, by reason of his trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for plaintiff, or (c) preparations for the commencement of any suit for defendant, or (d) preparations for the defense of any threatened suit or proceeding, which might affect the premises or the property 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 principal and interest on the note hereof constituting secured indebtedness; third, all unpaid interest on the note; fourth, any overplus or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill of foreclosure on this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver may be appointed as such receiver with respect to the true 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 term of redemption, whether there be redemption or not, as well as during any further time when such receiver may be appointed 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: (1) The indebtedness secured hereby, or by any decree or foreclosure 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; (2) the deficiency in case of a sale; and (3) the deficiency in case of a sale.

10. No action for the enforcement of the lien or of any provision 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. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein 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 it may require a demurrer satisfactory to it before exercising any power hereunder.

12. Trustee shall release this trust deed and the lien hereof 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 prior to and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as true and which purports to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note which bears a certificate or certificate of any instrument identifying same as the note described herein, and where the release is requested of the original trustee and it has never been presented and which conforms in substance with the description herein contained of the note at which purports to be executed by the persons herein designated as successors thereof.

13. 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 hereunder and 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.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the persons shall have executed the note or this Trust Deed.

15. At the option of the holders of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed to the contrary, become due and payable immediately upon any transfer of ownership of the premises.

16. All notices, demands or documents which are required or permitted to be given hereunder or which shall be served by third parties affecting the interest of the mortgagee herein, shall be in writing and shall be by registered mail addressed to the mortgagee's attention: Mortgage Servicing Department, Hyde Park Bank and Trust Company, 1525 East 53rd Street, Chicago, Illinois 60615.

17. Any breach by mortgagor of any of the covenants, conditions and restrictions contained in the Declaration of Condominium Ownership which has been recorded, subjecting the property herein mortgaged to the Condominium Property Act of the State of Illinois, shall also be deemed a breach of this mortgage and the Note secured hereby.

18. A default in any prior loan secured by all or part of this same collateral, shall be a default hereunder, at the option of the Holder of the Note.

19. Interest from date of disbursement will be adjusted on the first payment.

2655-2028
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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS NOTE IS PAID FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. CDMM 44835M
HYDE PARK BANK AND TRUST COMPANY
[Signature]
Trustee

Hyde Park Bank and Trust Company
1525 East 53 Street
Chicago, Illinois 60615

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL

Chicago, Illinois 60615

BOOK OF RECORDED DOCUMENT