

TRUST DEED

Deliver To Recorder's Office

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SEP 14 1983 THE ABOVE SPACE FOR RECORDERS USE ONLY REF 10.00

THIS INDENTURE made August 16 1983 between Pedro Martinez & Ibdunni Martinez, his wife, Highland Community Bank 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 Installment Note herein after described, the legal holder or holders being herein referred to as Holders of this Note, in the principal sum of Seventeen Thousand Two Hundred Seventy Five and no/100 Dollars, evidenced by one Installment 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 12.00 per cent per annum in installments as follows: Two Hundred Seven and 33/100 (\$207.33)

Dollars on the 1st day of September 1983 and \$207.33

Dollars on the 1st 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 1st day of August, 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 installment unless paid when due shall bear interest at the rate of maximum allowed by law 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 Highland Community Bank 1701 West 87th Street, Chicago, Illinois 60620

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 conditions 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 the same, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

The North 1/2 of Lot 8 in Subdivision of Block 2, in Jone's Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7736 South Racine.

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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 party with said real estate are 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, insect beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate, neither 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 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 hand and seal of Mortgagors the day and year first above written.

Pedro Martinez (SEAL) Ibdunni Martinez (SEAL) Pedro Martinez (SEAL) Ibdunni Martinez (SEAL)

STATE OF ILLINOIS,

County of Cook

ss. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Pedro Martinez and Ibdunni Martinez, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this 16th day of August 1983, 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.

THIS INSTRUMENT WAS PREPARED BY:

NAME Elizabeth McGrail

ADDRESS 1701 West 87th Street Chicago

GIVEN under my hand and seal of office this 16th day of August A.D. 1983

Notary Public: Edward J. Cannon

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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) keep all premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) 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 to one twelfth of 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 windstorm 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 compliance 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 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. Mortgagor shall deposit with the Trustee an amount equivalent to the twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs 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 insurance 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 herebefore 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 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 collect any tax or assess advanced by Trustee or the holders of the note to protect the mortgaged premises and lien hereof, including attorney's fees, and any other moneys or charges which action may be necessary to protect the mortgaged premises and lien hereof, and shall be entitled to reimbursement therefor, with reasonable compensation for notices and with interest thereon at the rate of maximum allowed by law per annum, in addition to the amount of the indebtedness secured hereby and shall become immediately due and payable without right according to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any personal liability hereby assumed relating to taxes or assessments, may do so according to any bill, assessment, sale, forfeiture, lien or title or claim thereof.

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 holder 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, be due and payable on the first day of each and every month during the term of said loan, and in case of default, Mortgagor shall 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 fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When any 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 attorney's fees, Trustee's fees, appraisal fees, on days for documentary and stamp taxes, title insurance and examinations, guarantee policies, forms 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 bidders at any sale which may be had pursuant to such decree the true condition of the land and immediately thereafter, with interest thereon at the rate of maximum allowed by law per annum, when paid or incurred by Trustee or holders of the note in and immediately after the foreclosure proceedings, including reasonable and necessary expenses of the Trustee or holders of the note in and immediately after the foreclosure proceedings, 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 commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, 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 recited in the preceding paragraph hereof; second, all interest 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 Mortgagor, or his heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after, 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 Mortgagor 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 by redemption or not, as well as during any further time when the receiver is appointed 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 an usual in such cases for the protection, possession, control and management of the premises during the whole of said period. The Court from time to time shall 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 foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien on the premises hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or 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.

12. Trustee has no duty to examine the title, location, condition or condition of the premises, 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 is hereby irrevocably authorized to file and record any power herein given.

13. Trustee shall release this trust deed and the lien thereon by power 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 secured by this trust deed has been fully paid; and Trustee may accept as true without inquiry, where a release is requested of a successor trustee, such successor trustee or person in substance with such person as a genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or whose name or name in substance with such person as a genuine note herein described any note which bears a certificate of identification purporting to be executed by the persons herein designated as the makers thereof; and where a release is requested of the original trustee and it has never executed a certificate of identification identifying the note 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, the ability of Trustee to act as Trustee of the premises hereof shall be succeeded by Trustee named in the instrument of resignation. Any Successor in Trust hereunder shall have the identical title, powers and authority as herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. 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 word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part hereof, whether or not such persons shall have executed the note or this Trust Deed.

16. In the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

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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 TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 1301001012020

Given 0 APR 20 2020
by [Signature]
Mortgagee/Trustee
[Signature]
[Signature]

NAME Highland Community Bank
DE STREET 1701 West 87th Street
L CITY Chicago, Illinois 60620

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

7736 South Racine
Chicago, Illinois 60621

INSTRUCTIONS

