692862 .

COOK COUNTY, ILLINOIS FILED FOR RECORD

Lidney R. Olsen RECORDER OF DEEDS

TRUST DEED
This Instrument prepared by: Marshall J. Moltz 111 W. Washington St. Chicago, IL. 60602

1983 OCT -5 PH 3: 39 26 839 288

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 26, 19 83 , between PONCIANO LOPEZ, a bachelor and CELESTINO MARTINEZ and TRINIDAD MARTINEZ, his wife

here... referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicar o, minois, herein referred to as TRUSTEE, witnesseth:

evidenced by on cert in Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

THREE HUNDRED THIRTY THREE and 33/100ths (\$333.33) Dollars or more on the 26th day of each month the first state of the st of October 19 83, and Iffect Hissan, U Iffect and 33/10ULIIS (\$333.) Dollars or more on the 26th day of each month rereafter until said note is fully paid except that the final payment of principal analysis with the final payment of principal 20th day of September, 1988. Always analysis and analysis and the final payment of principal analysis and the final payment of the final payment of the final payment of an increase and the final payment of the per annum, and all of said principal of ach instalment unless, paid when due shall be are interest at the rate of 12 per annum, and all of said principal or a increase being made payable stack banking house or trust company in Chicago.

Linois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then a MAXMENTAL MUSTAFA CELIK OF ERIKA CELIK,

in said City, 6300 N. Legett, Chicago, IL. NOW, THEREFORE, the Mortgagors to secure the payment of the said, incipal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of th. er and agreements therein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the right whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the fullow generated the state and all of their estate, right, title and interest therein, situate, lying and being in the CITY of COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

Lot 31 in Block 12 in Winkelman's Resubdivision of Blocks 1 arc 12 in E. Simon's original Subdivision of the South East 1/4 of Section 35, Translip 40 Morth, Range 13 East of the Third Principal Meridian, in Cook County, Illinia.

The undersigned shall have the right to prepay this obligation either in whole or in part at any time whatsoever without payment of any premium or penalty. It is understood and agreed that no interest whatsoever shall accrue in connection with this obligation unless an installment due hereunder is not paid within $\log \log C^2$ its due date. It is further agreed that the sum of \$4,000.00 shall be due and payable on or before December 26, 1983.

payable on or before December 25, 1983,
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 p of thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with sale. I are estate and not secondarily) and all apparatus, equipment or articles now or hereaffer therein or thereon used to supply heat, gas, air conditioning, water, light, power, retrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing, scenes, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically artiched 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 staid 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 consists of two pages. The covenants, conditions and provisions appearing on the morteagors their heirs.

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 5 and seal S of Morteagors the day and

WITNESS the hand 3	and seal of Mortgagors the day and year first above written.
ODCIANO LOPEZ	ISEAL CELESTINO MARTINEZ DOLL
	[SEAL] Described MERLINEZ [SEAL]
STATE OF ILLINOIS.	, the undersigned .
County of Abdok	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PONCIANO LOPEZ, a bachelor and CELESTINO MARTINEZ and
1 9	TRINIDAD MARTINEZ, his wife
The state of the s	no are personally known to me to be the same person S whose name S are subscribed to the regoing instrument, appeared before me this day in person and acknowledged that
	Nev signed, sealed and delivered the said Instrument as their free and plumary act, for the uses and purposes therein set forth.
Sount.	Given under my hand and Notarial Seal this day of September 19 83
Notarial Seal	Notary Public

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Page 2 THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (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 darmaged on be destroyed; (b) keep said premises in good condition and repair, without waste, and feef 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 statisfactory evidence of the discharge of such prior lien to Trustee or to here premises; (c) comply with all requirements of 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 rattee or to holders of the note of assessment which Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

2. Mortgagors shall pay before any penalty attaches on the status of the premises when the premises when we have a status of the premises when the premises when the contest.

2. Mortgagors shall pay before any penalty attaches on the status of the premises and the use thereof; 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. In a more companies of moneys sufficient either to pay the cost of replacing or repaining the same or to pay in full the indebtedness secured nere. If in companies statisfactory 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, and the standard mortgage datase to be applied to the payable, in case of loss or

preparations for the defense of any threatened suit or proceeding which might "" the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sate of the premises shall be distributed and apply dit in he following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a committee of the preceding pranagable hereof; second, all other items which under the terms hereof constitute secured indebtedness additional the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional the that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four, an "explus 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 s. h. all siteld may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without, or ard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without egand to the then value of the runs use or whether the same shall be then occupied as a homesteed or not and the Trustee hereunder may be appointed as such receiver. Such rece — said have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure said and off-ciency, during the full satutory period of redemption, whether there be redemption or not, as well as during any further times when notig, ours, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits of their powers with any or a part of; (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien when — "per of; (a) The indebtedness secured hereby, or by any

Court from time to time may authorize the receiver to apply the net income in his hands in payment in which of a part of a part of the income in his hands in payment in which of the part of the part of the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency and of a sale and deficiency and the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency and of a sale and deficiency and the party interposing same in an action at haw 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 there would 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 deficiency are one the identity, capacity, or authority of the signatories on the note or trust deed, and shall be obligated to record this trust decd or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereu, the 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.

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, representating that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears may be a presented by the persons herein designated as the makers thereof; and where the release it genuine onthe herein described any note which be

Į.	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.
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MA	IL TO:

692862 KHICAGO TITLE AND TRUST/COMPANY In MUL NO VICE President

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FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1821 North Sawyer

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Illinois

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE PART OF TRUST DEED DATED September 26, 1983 AND BETWEEN PONCIANO LOPEZ, a bachelor and CELESTINO MARTINEZ and TRINIDAD MARTINEZ, his wife and CHICAGO TITLE and TRUST COMPANY, Trustee.

On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secrued by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 7 of the Trust Deed. This option shall not apply in case of:

- (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
- (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including if required by lunder, an increase in the rate of interest payable under the Note;
- (c) the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease terms as Lender may permit by prior artten approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold);
- (d) arise or transfers of beneficial interest in Borrower provided that such seles or transfers, together with any prior sales or transfers of beneficial interests in Barrower, but excluding sales or transfers under subparagr phs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note.

PAUL LARPHIES, LTB. ITORNEY AT LAW 478 EPRING BOAD HURST, ILLINOIS SOURS LLEPHONE SEE-7789 CELESTINO MARTINEZ

TRINIDAD MAR INE

END OF RECORDED DOCUMENT