UNOFFICIAL COPY

CAUTION	TRUST DEED (ILLINOIS) For Use With Note Form 1448 nthly Payments Including Interest) Consult a lawyer before using or seting under this form	FORMNO. 206 April, 1980	. sep 30	Am H Og RECOKOER	Di Samita	Vicio
	es, including merchantability and fitness, are exclude September 2. SEP-3	<u>.</u> 10-81. 5°395 € 6	6 260	014631. A	REC	10.00
'HIS INDENTURE, made petween <u>Angel Gir</u>	on & Virginia Giron, his	,				٠
				260146	31	
1432 N Hamlin, (NO. AND STE Berein . cfc, " 1 to as "Mortg	Chicago, Illinois 6065: REET) (CITY) Jagors," and Albany Bank & Tr	(STATE) rust Co.N.A,				
3400 W. Towner	e Ave., Chicago, Illino:	LS 60625				
nerein referred to as πr so	e," witnesseth: That Whereas Mongage is all promissory note, termed "Installmer	rs are justly indebted it Note," of even date		•	Recorder's Use Only	<u> </u>
herewith, executed by Meat note Mortgagors promise to	gr_o.s. made payable to Bearer and deliverant from the payable to Bearer and the	ered, in and by which ousand_six_hur				
Dollars, and interest from per annum, such principal s	um or a interest to be payable in installme	palance of principal rem nts as follows: One h	undred for	ty three &	rate of18 p 21/100	er cent
Dollars on the 20th da	y ofNo [*] en ber, 19_8,1 and	One hundred fo	orty three	& 21/100	Do	llars on
shall be due on the _20±1	and every itth it is creafter until said no in_day of _October, 1986; all	such payments on accor	unt of the indebte	dness evidenced by	said note to be appl	ied first
the extent not gaid when d	est on the unpaid prin apal be lance and the ue, to bear interest at er the date for pays	nent thereof, at the rate				
made payable at Alba	any Bank & Trust Co. N.A nime to time, in writing a point which n paid thereon, together with acruee interepayment, when due, of any in 12" or at in the performance of any other agrees, without notice), and that all partie the	• ote further provides tha	Lat the election of	or at suc	h other place as the	he legal tice, the
Lots 37 & 38 in in the Sub. of	he <u>City of Chicago</u> Block 10 in Hosmer & Methw W. 4 of the N. W. 4 Meridian, in Cook Count	of Section 2,	f Blocks l	to 6 & 12	to 18 both ange 13, Eas	inclusiv
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			2603.3	7	100	E
TOGETHER with all during all such times as a M secondarily), and all fixtur and air conditioning (who awnings, storm doors and mortgaged premises whether articles hereafter placed in TO HAVE AND TO	tereinafter described, is referred to herein improvements, tenements, easements, a ortgagors may be entitled thereto (which res, apparatus, equipment or articles now other single units or centrally controlled) windows, floor coverings, inador beds, sher physically attached thereto or not, and the premises by Mortgagors or their suce DHOLD the premises unto the said Truste all rights and benefits under and by virtu pressly release and waive.	nd appurtenances theretrents, issues and profits or hereafter therein or t, and ventilation, inclustoves and water heaten it is agreed that all build essors or assigns shall bete, its or his successors a	are pledged prima thereon used to su- ling (without rest s. All of the foreg lings and additions e part of the morty and assigns, foreve	rily and on a carity pply heat, gas, water icting the force in a coing are declared are and all similar or ot gaged premises. The for the purposes.	with said real estate r light, power, refri g) creens, window a acheed to be a pa he apraratus, equi and upon the uses a	e and not igeration v shades, art of the pment or
The name of a record own	eris: Angel & Virginia	ne and provisions annea	ring on page 2 (the	reverse side of this a	ryst Deed) are inco	rporated eir heirs
successors and assigns. Witness the hands an	distals of Mortgagors the day and year fi	st above written.		181	, , , , , , , , , , , , , , , , , , ,	-
ા તે જેવા કે ના		(Seal)	X Um	yel Giron	lion	(Seal)
PLEASE PRINT ORI TYPE NAME (ST.			, wrigg		1.	-
BELOW SIGNATURE(S)	47.5	(Seal)	X Ving	ania	Guon	₹(Seal)
State of Illinois, County of	ofCook	ss.,	Virg 1, the und 1 Giron &	inia Giron Iersigned, a Notary Virginia Gi	Public in and for sai	— id County fe
IMPRESS SEAL HERE	personally known to me to be the sar appeared before me this day in person	ne person <u>s</u> whose	name <u>s</u> are	subscribed ned, sealed and deli	to the foregoing insivered the said insti	strument,
Given under my hand an	d official seal, this2nd	02	Septem	iber		18 e ₁
•	pared by Nancy Gates, Loan	Department			No.	otary Public C
	Albany Bank & Trust Co.	(NAME AND ADDRESS)	• •			<u> </u>
10-14144	3400 W. Lawrence, Chica	go, Illinois (50625 (STATE)			ZIP CODE)
70-14144	(CITY)		(SIMIC)		(4	

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 Trustee or to holders of the note the original or duplicate receipts therefor. 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 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 not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encur brances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax ale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all x en is paid or incurred in connection therewith, including reasonable attorneys' 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 are in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right cruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trus' e or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any but scatement or estimate procured 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.
- 6. Mortgagors shall you chitem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in contained. Additionally, and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness here we cover ted shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee and have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage down. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures as a 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 ice, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended and examinances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suffer or we evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In a idition all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness hereby secured; or (
- 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 other items which under the terms hereof constitute secured indicates additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining any aid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Det d, the Court in which such complaint 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 Mortgagors at the time of application for such receiver and without regard to the then with 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, 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 for redemption, whether there be redemption or not, as well as during any further times, then Mortgagors, 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 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) To indebtedness secured hereby, or by any decree foreclosing 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 at deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof 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 r.u a cess thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall \(\) \(\) \(\) \(\) \(\) \(\) be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or ... by acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he have require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory wider that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at it are juest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness secured has been paid, which representation Trustee may accept as the using the nature of the principal note, representing that all indebtedness secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county
in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder 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.

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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

identified herewith under Identification No	
	

The Installment Note mentioned in the within Trust Deed has been

END OF RECORDED DOCUMENTI

014631