|  | FORM No. 20  | 70   |
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|  | September, 197   | 1981 DEC 31 PM 1 53 9/26099966   |
| TR   | UST DEED (Illinois)  |  |
| (Monthly   | use with Note Form 1448<br>payments including interest)  | Constitution of the Addition   |
|  |  | CONTROL SELECTION SPACE For Recorder's Use Only  |
| ue nuner   | T' RE, madeDE  | ECEMBER 23, 19.81 between  |
| IIZ INDEN  | ASTER  | IO CASTRO AND AMPIONIA GASTRO, HIE 60 99 9 (herein referred to as "Mortgagors," and BANK OF CHICAGO  |
| rein referred<br>med "Instal   | to as " i'ru tee," witnesse  | thit That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, the herewith, executed by Mortgagors, made payable to Bearer   |
|  |  | rtgagors promise to pay the principal sum of ED TEN AND 81/100 Dollars, and interest from  |
| the balance  | of principal remaini .g.k  | m-time-to-time unpaid at the rate of   |
|  |  | s: FOUR HUNDRED SEVEN AND 02/100   |
| the  | th day of each and every   | month thereafter until said note is fully paid, except that the final payment of principal and interest, if not the da of JUNE, 19 84; all such payments on account of the indebtedness evidenced  |
| अवांचे मानाए स   | o be applied first to accorde  | cd-ma se', interest-on-the unpuis suincipal balance and the consinuic to existing the parties of each  |
| per-   | cent per annum, and all sa   | ol, to the extent not paid when due to bear interest after the date for payment thereof, at the rate of the payment being my to payment the payment being my to payment the payment being my to be payment being my to be payment to be  |
| HGO., II<br>the election<br>come at once<br>interest in a  | or at such other place<br>of the legal holder thereof<br>e due and payable, at the pla<br>accordance with the terms the  | e as the legal he der of the note may, from time to time, in writing appoint, which note further provides that and without not.— the orincipal sum remaining unpaid thereon, together with accrued interest thereon, shall acce of payment afore; aid, nease default shall occur in the payment, when due, of installment of principal thereof or in case det ult shall occur and continue for three days in the performance of any other agreement event election may be mat' at any time after the expiration of said three days, without notice), and that all ent for payment, notice if di he or, protest and notice of protest.  |
| rties thereto<br>NOW TH  | severally waive presentme<br>HEREFORE, to secure the   | ent for payment, notice of di he or, protest and notice of protest.  payment of the said principal and interest in accordance with the terms, provisions and   |
| origagors by   | y these presents CONVEY  | payment of the said principal of money and interest in accordance with the terms, provisions and the and of this Trust Deed, and the performance of the coverants and agreements therein contained, by the in consideration of the sum of One Delar in hand paid, the receipt whereof is hereby acknowledged, and WARRANT unto the Trustee its or his successors and assigns, the following described Real Estate, interest therein, situate, lying and be ng in the   |
|  | CHICAGO.   | AND STATE OF ILLINOIS, to wit:   |
| ot 3 in  | the Resubdivisio   | on of Block 3 in Watson, Tower and Davis' Subdivision of the West  |
| /2 of  | the North West 1/  | 4 of Section 6, Township 39 Nc/tb, Range 14 East of the Third  |
|  | 1 Maridian in C  | Took County Illining 39 NCZID, Range 14 East of the Third  |
| rincipa.   | l Meridian, in C   | Cook County, Illinois.   |
| rincipa.   | l Meridian, in C   | Cook County, Illinois.   |
| shick with t   | l Meridian, in C   | cook County, Illinois.   |
| which, with to TOGET:  | 1 Meridian, in C  the property hereinafter de HER with all improvement during all such times as Mc   | escribed, is referred to herein as the "premises,"  nts, tenements, easements, and appurtenances thereto belonging,d if rents, issues and profits thereof for ortgagors may be entitled thereto (which rents, issues and profits are p', and appurtenances thereto the control of primarily and on a parity with and all fattures annuarius equipment or actively may be presented the control of the        |
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| thich, with the TOGET of long and of oid real estates, water, it is tricting the first of the foregoil buildings essors or ass. TO HAY of trusts he aid rights an This Tree Incorporatortagators, Witness with the transport of the trust of tr | the property hereinafter de HER with all improvemen during all such times as Mi all and not secondarily), a light, power, refrigeration a foregoing), screens, windowing are declared and agree and additions and all simi signs shall be part of the my VE AND TO HOLD the prein set forth, free from a nd benefits Mortgagors do ust Deed consists of two p meter herein by reference an their heirs, successors and the hands and seals of Mi PLEASE PRINT OR TYPE NAME(S) STONATURE(S)  OIS, County of   | escribed, is referred to herein as the "premises,"  ints, tenements, easements, and appurtenances thereto belonging,d all rents, issues and profits thereof for ortgagors may be entitled thereto (which rents, issues and profits are p', of primarily and on a parity with ond all fixtures, apparatus, equipment or articles now or hereafter there or thereon used to supply heat, and air conditioning (whether single units or centrally controlled), and or have 'lation, including (without re- was shades, swnings, storm doors and windows, floor coverings, inador ber'., st' ses and water heaters. All air or other apparatus, equipment or articles hereafter placed in the premises by hortgagors or their suc- nortgaged premises.  premises unto the said Trustee, its or his successors and assigns, forever, for the pur, os s, and upon the uses all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which ohereby expressly release and waive.  pages. The covenants, conditions and provisions appearing on page 2 (the reverse side this Trust Deed) and hereby are made a part hereof the same as though they were here set out in full and hall b blading on assigns.  lortgagors the day and year first above written.  (Seal) Antonia Castro  (            |
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## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 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 support 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.
- 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 sectured 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 a out to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case c efault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 encumbrance, it any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or 'reit ture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paic or i curred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to 'o'. 'the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice of the vib citerest thereon at the rate of eight per cent per annum. Inaction of Trustee or the shall never be considered as a waiver of the role shall never be considered as a waiver of the role shall never be considered on the part of Mortgagors.
- oe considered as a waiver of first ight accruing to them on account of any default hereunder on the part of Mortgagors.

  5. The Trustee or the hot are the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or relating to instead or relating to the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity first relat, assessment, sale, forfeiture, tax lien or title or claim thereof.

  6. Mortgagors shall pay each item first needed by the first payment of the contract of the terms hereof. At the election of the holders of the contract note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note and this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured snall be and due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right of foreclose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any su, to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and e reenses 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 d'ou nentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after intry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data are a susrances with respect to itile as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evid one obdition of the title to or the value of the premises. In addition, allee are a full title to the such decree the true condition of the title to or the value of the premises. In addition, allee are a full title to a f
- 8. The proceeds of any foreclosure sale of the premises shall be distribute and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such that evidenced in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness ad differ all to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid, for all 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 Deed, the for the which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rotic, without regard to the solvency or insolvency of Mortgagors 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 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 r at a tefficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when loriga one, 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, and 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 ind. or a sess secured hereby, or by any deterned overclosing this Trust Deed, or any tax, special assessment or other lieu which may be or become sup alor to the lieu herebot or of such decree (oreclosing this Trust Deed, or any tax, special assessment or other lieu which may be or become sup alor to the lieu herebot or of such decree, provided such application is made prior to foreclosure sale; (2) the decience yie case of a sale and decience yields which we are defense which would not be a such as a such as a sale of the lieu and the such as a such as a sale of the sale and decience yields when the sale of the sale and decience yields when the sale of the
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to an 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 a reto shall be permitted for that purpose.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that is indebtedness secured by this Trust Deed has been fully paid; and Trustee may accept 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 principal note, representing that all indebte new hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor fur expended any 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 by the persons herein desliganted as the makers thereof; and where the release is requested of the original trustee and he has never 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.

IMPORTANT
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.

| The Installment | Note | mentioned | in | the | within | Trust | Deed | has | been |
|-----------------|------|-----------|----|-----|--------|-------|------|-----|------|
|                 |      |           |    |     |        |       |      |     |      |

END OF RECORDED DOCUMENT