

# UNOFFICIAL COPY

678336

COOK COUNTY RECORDS  
FILED FOR RECORD

*Sidney H. Olson*  
RECORDER OF DEEDS

1982 APR 26 PM 2:45

26212260



## TRUST DEED

26212260

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 23 1982, between

Arturo Lagarda and Janie D. Lagarda, his wife

herein referred to as "Mortgagors," and

CHICAGO TITLE 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 the Note, in the principal sum of

Sixty-Two Thousand (\$62,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 25, 1982 on the balance of principal remaining from time to time unpaid at the rate of 11.5 per cent per annum in instalments (including principal and interest) as follows:

\$661.19 Dollars on the 25 day of June 1982, and \$661.19 Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April 1985

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 seven 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 \_\_\_\_\_ in said City.

NOW, THEREFORE, the Mortgagors to secure the 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 by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 27 feet of Lot 9 in Subdivision by the Trustees of the Estate of Helen P. Hubbard (Deceased) of Block 15 in Laflin Smith and Dyer's Subdivision of the North East 1/4 (except 1.28 acres in the North East Corner thereof) in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

real estate, mortgaged property,

which, with the property hereinafter described, is referred to herein as the "premises, or mortgaged premises"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits hereof for so long and during all such times as Mortgagors 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 doors and windows, floor coverings, in-door 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, 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 covenants, conditions and provisions appearing on page 2 (the reverse side of 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 Arturo Lagarda and seal Janie D. Lagarda of Mortgagors the day and year first above written.

Arturo Lagarda [SEAL] [SEAL]

Janie D. Lagarda [SEAL] [SEAL]

STATE OF ILLINOIS,

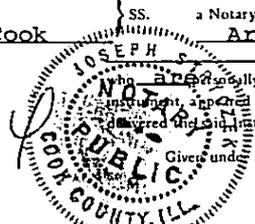
I, the undersigned

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Arturo Lagarda and Janie D. Lagarda, his wife

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.

Gave under my hand and Notarial Seal this 26 day of April, 19 82.

Notarial Seal



Joseph J. J. Notary Public

678336 4/23/82

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings 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 lien not 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 request 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 buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by 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 Trustee or to holders of the note 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 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 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 any payment or perform any act hereinbefore required of Mortgagors 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 title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be reasonable compensation to Trustee for each matter concerning which action herein 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 seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement 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 pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, 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 a 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 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such papers, acts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances 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 title to or 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 immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, 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 defense of any threatened suit or proceeding which might affect the premises or the security 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 other 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 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 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 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. 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 usual statutory period of redemption, whether there be redemption or not, as well as during any further times when 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) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any 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 deficiency.

10. No action for the enforcement of the lien 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 and access thereto shall 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 signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers hereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description 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, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

This is a purchase mortgage and the rider attached hereto is made part of this trust deed

<p><b>IMPORTANT</b></p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification No. <b>678336</b></p> <p>CHICAGO TITLE AND TRUST COMPANY, Trustee.</p> <p>By <i>Jane Draves</i> Assistant Trust Officer Assistant Secretary Assistant Vice President</p>
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MAIL TO:

This instrument was prepared by

Gabriel A. Kosticki  
Attorney at Law  
5850 No. Milwaukee Ave. **BOX 533**  
Chicago, Illinois 60646

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

3614 N. Fremont

Chicago, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER

28212260

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## RIDER TO PURCHASE MONEY MORTGAGE

This Rider is attached to Trust Deed (hereinafter referred to as "Trust Deed" or Mortgage") dated April 23, 1982, between ARTURO LAGARDA and JANIE D. LAGARDA (hereinafter referred to as "First Party" or Mortgagor") and CHICAGO TITLE AND TRUST COMPANY, (hereinafter referred to as "Trustee" or "Mortgagee").

~~11. Mortgagor will monthly pay to Holder of the Note, in addition to the principal and interest payments required in said Note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12th) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12th) of the annual real estate taxes and special assessments on the mortgaged property, all as shall be estimated by Holder of the Note. The sums paid under this paragraph shall be held by Holder of the Note, without interest, and shall be applied by Holder of the Note to the payment of the expenses for which the sums respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent upon the request of Mortgagors for such payment and the presentation by Mortgagors to Holder of the Note of a bill covering such expense. This obligation of Mortgagor shall take effect only if Mortgagor does not make the timely payments of real estate taxes or insurance premiums when due and after the Holder notifies Mortgagor to begin such payments.~~

12. In the event of a default the Holder of the Note shall have the right to take possession of the premises.

13. Relative to insurance, the Mortgagor agrees as follows:

(a) Mortgagor shall at all times, at the cost and expense of Mortgagor, keep all of the mortgaged property of an insurable nature constantly insured against loss or damage by fire, lightning, explosion, tornado, windstorm, liquor liability, if a liquor business is to be conducted on the premises and plate glass insurance and such other risks as are customarily insured against by owners of similar properties used for similar purposes, in an amount at least sufficient to pay all unpaid indebtedness secured hereby, and such insurance shall also be in a sum equal to such percentage of the insurable value of the property insured as may be required to prevent Mortgagor from being considered as co-insurer thereof; such insurance to be in companies satisfactory to Mortgagee or Holder of the Note and noncancellable except upon at least thirty (30) days' prior written notice to Mortgagor and Mortgagee, and Holder of the Note, and all such policies of insurance shall be so written as to make any loss occurring thereunder payable by standard mortgage clause attached thereto to Mortgagee regardless of, and which may not be invalidated by, any act or default of Mortgagor, and all such

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policies, or a certificate or certificates of the insurers or of an insurance agency satisfactory to Mortgagee, showing that such policies, with such mortgage clauses in force, shall be deposited with Mortgagee or Holder of the Note, as additional security hereunder; and Mortgagor shall also maintain at the cost and expense of the Mortgagor such public liability and other insurance as Mortgagee, or Holder of the Note, may reasonably request, insuring Mortgagor and Mortgagee, and Holder of the Note, against liabilities, claims, damages and losses to persons and property arising by reason of the use of the Mortgaged Property or arising by reason of the conduct and operation of the business of Mortgagor; and

(b) If the Mortgagor is not then in default under the terms of this Trust Deed, all insurance monies received on account of any loss or damage to the Mortgaged Property, after deducting therefrom the reasonable charge or expenses paid or incurred in connection with the collection and disbursement of said monies shall be used and applied for the purposes of paying the cost of repair, restoration or replacement of the Mortgaged Property damaged or destroyed. All insurance monies received shall be deposited into a Joint Order Escrow with Chicago Title and Trust Company as Escrowee and the Holder of the Note and Mortgagor. Mortgagor shall deposit, an amount equal to the difference between the insurance monies and the amount needed to repair, restore and replace the Mortgaged Property damaged or destroyed. Said additional funds if needed deposited by Mortgagor along with the insurance monies shall be paid directly to the person or persons who have performed services or furnished material for the repair, restoration and replacement of the Mortgaged Property damaged or destroyed. Surplus, if any, shall be applied toward the reduction of this mortgage. If Mortgagor is in default, all insurance monies received shall be paid directly to Holder of the Note, and may at the option of the Holder of the Note secured by this Mortgagee, be used to apply to the unpaid balance of the Note and Mortgage and defaults thereunder; and

(c) Mortgagor grants to Mortgagee, or Holder of the Note, full power and authority to make proof of loss under any and all insurance policies, either in the name of Mortgagor or in the name of Mortgagee, or Holder of the Note, and to adjust, settle, collect and receipt for all insurance, and to endorse for and on behalf and in the name of Mortgagor any check, draft or other instrument received therefor, and to

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collect the proceeds thereof, and also, if default shall occur hereunder, to collect and receipt for any unearned premiums; and

(d) In the event of foreclosure sale, any and all insurance policies may be assigned without consent of Mortgagor, and Mortgagor authorized Mortgagee to assign said policies to the purchase or purchasers at such foreclosure sale, or if Mortgagee elects to so do, Mortgagee may collect any unearned premiums and apply the same on the obligation secured hereby.

14. If default is made on the payment of any installment of principal or interest, or the tax and insurance escrow payment, then at the option of the Holder of the Note the entire principal sum remaining unpaid, together with accrued interest, shall immediately become due and payable after five days' prior written notice to Mortgagor.

15. The maker of the note secured by the Trust Deed may prepay the balance due and accrued interest at any time without penalty. Any partial prepayment shall be applied to the principal installments due in the inverse order of maturity. No such partial prepayment made hereon shall operate to defer the due date of or to reduce the amount of any of the scheduled required monthly installment payments of principal or interest above provided for.

16. Holder of the Note secured by the Trust Deed shall have the right from time to time to inspect the premises subject to the rights of the tenants.

17. All of the rents issues and profits of said Mortgaged Premises shall be assigned to the Mortgagee herein as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee license to enter upon said mortgaged premises for the purpose of collecting the same and to let and operate said premises or any part thereof and apply the rents, issues and profits, after payment of all charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until said mortgage is paid. The Mortgagee hereby waives the right to enter upon said premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues and profits until default hereunder, but such right of the Mortgagor shall be revoked by the Mortgagee upon any default. In the event of any default hereunder the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagor and upon default in such payments will vacate and surrender the possession of said premises to the Mortgagee or such receiver.

18. Notwithstanding anything to the contrary herein contained, to the extent that the total interest received in any one (1) year exceeds the maximum rate permitted by law, then the amount so determined to be in excess shall be applied in reduction of principal of the Note secured by this mortgage.

19. The contents of this Rider shall govern and control conflict or any inconsistencies between this Rider and the printed form Trust Deed.

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20. In the event of any transfer of title to the property or assignment of any interest in the property, legal or equitable, or Installment Sale of the property, without the prior written consent of the holder or holders of this Note, they may, at their option declare all sums unpaid under this Note to be immediately due and payable.

IN WITNESS WHEREOF, the hand and seal of Mortgagor the day and year first above written.

Arturo Lagarda  
Janice Lagarda

Chicago Title and Trust Company  
Identification No. \_\_\_\_\_

This instrument was prepared by  
Gabriel A. Kostick  
Attorney at Law  
5850 N. Milwaukee  
Chicago, Illinois

Property of Cook County Clerk's Office

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**END OF RECORDED DOCUMENT**