UNOFFICIAL COPY

TRUST DEED (ILL INOIS)	FORM NO. 206 April, 1980	263360	20	
08-00958 For Use With Note Form 1448 (Monthly Payments including Interest)		1982 AUG 30 AM 9 01		
CAUTION: Consult a lawyer before using or acting under:	this form.	142 11 11 1		
All warrantes, including merchantability and litness, are e	excluded.			
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	ARMEN REY &		40%)U
AND STREET) (CITY)	AGO ILLINOIS (STATE)			
ERICAN BANK OF CHICAGO				
as Trustee," witnesseth: That Whereas Mor a mineipal promissory note, termed "Insta the Mor gagors, made payable to Bearer and	rtgagors are justly indebted illment Note." of even date I delivered, in and by which			
st from	in the balance of principal remalalments as follows:ONE and _ONE HUNDRED_SJ and _ONE HUNDRED_SJ and note is fully paid, except the AZ all such payments on accound the remainder to principal: repayment thereof, at the rate HICAGO	ining from time to time unpaid at the re- HINDRED. SIXTY-SEVEN I. KIYY-SEVEN AND 26/100 It the final payment of principal and int not of the indebtedness evidenced by sa the portion of each of said installments of19_0Qer cent per annum, and at the election of the legal holder there at once due and payable, at the place accordance with the terms thereof or in Deed (in which event election may be restimated for payment, notice of dishonsest in accordance with the terms, provision in a payment, and the present and the first and all of their estate, right, forCOOK AND STATO of the North in Ways 's Subdivision or ship 40 ridian, in	ne of 19.00 per cent ND 26/100 Dollars on terest, if not sooner paid, id note to be applied first constituting principal, to lall such payments being other place as the legal of and without notice, the of payment aforesaid, in nade at any time after the mor, protest and notice of ions and limitations of the gurs to be performed, and recents CONVEY AND title and interest therein.	
3113 Kilomi us 1700 K. 141	initial, ollicago,	111111111111111111111111111111111111111		
R with all improvements, tenements, casemer mes as Mortgagors may be entitled thereto (wall fixtures, apparatus, equipment or articles ing (whether single units or centrally contro oors and windows, floor coverings, inador be sew thetter physically attached thereto or not placed in the premises by Mortgagors or thei AND TO HOLD the premises unto the said rice from all rights and benefits under and by retroby expressly release and waive. GILBERIO_RES coed downer is: GILBERIO_RES coed sonsists of two pages. The covenants, contect and the premise and th	its, and appurtenances thereto higher heats, issues and profits now or hereafter therein or the illed), and ventilation, includi- eds, stoves and water heaters, and it is agreed that all buildi- resuccessors or ussigns shall be frustee, its or his successors are virtue of the Homestead Even (1753 N. FAIRF) ditions and provisions appear ame as though they were her ear first above written.	tre pledged primarily and on a party were predged primarily and on a party and whether predictions and all similar or other part of the mortgaged premises. It all of the foreigned part of the mortgaged premises and assigns, forever, for the purposes, an anption Laws of the State of Illinois and party of the purpose of t	ith said real estate and not 'pht, nower, refrigeration, ser ens, window shades, record to be a part of the va paravas, equipment or all upone the value and benefits to 60647 ust Deed) are in upona' d	うないころうつ
GILBERTO REY	(Seal)	V RAMONA GONZALEZ?	Jeller (Seal)	
CADMINA DEV		$I \cap A \cap D$		
CARMINA REY	9(Seal)	WANDA REY	(Seal)	
County of in the State aforesaid, DO HERE	ss BY CERTIFY thatGILB	WANDA REY I, the undersigned, a Notary Pe ERTO, CARMEN & WANDA R	<u></u>	
County of in the State aforesaid. DO HERE RAMONA GONZ	ss BY CERTIFY thatGILB ALEZ	I, the undersigned, a Notary Pr ERTO, CARMEN & WANDA R	blic in and for said County	
County of in the State aforesaid. DO HERE RAMONA GONZ personally known to me to be the appeared before me this day in p	SS., BY CERTIFY thatGILB ALEZ Ic same person S whose erson, and acknowledged tha	I, the undersigned, a Notary Pr ERTO, CARMEN & WANDA R	orblic in and for said County EY & State foregoing instrument, and the said instrument as	
County of in the State aforesaid. DO HERE RAMONA GONZ personally known to me to be it appeared before me this day in pright of homestead. free and voi right of homestead. hand and official seal, this	SS., BY CERTIFY thatGILB ALEZ Ic same person S whose erson, and acknowledged tha	1. the undersigned, a Notary Pr ERTO, CARMEN & WANDA R name 5 subscribed 6 1 Z h 2 signed, sealed and dely urposes therein set forth, including the	the foregoing instrument, in the said instrument as fall and walvey of the	
County of in the State aforesaid. DO HERE RAMONA GONZ personally known to me to be the appeared before me this day in pright of homestead.	BY CERTIFY that GILB ALEZ ac same person S whose terson, and acknowledged tha funtary act, for the uses and p	the undersigned, a Notary Present, CARMEN & WANDA R name S subscribed to the signed, scaled and delive unposes therein set forth, including the UST CHICAGO, ILLINOIS 6	bilic in and for said County EY & The foregoing instrument, and foregoing unstrument as Change (I) wave of the	
The East of the Company of the Compa	(Monthly Payments Including Interest CAUTON: Consult a lawyer below using or arting under Adwarmsion, including inventionalists, and E. marde AUGUST 20T GILBERTO REY, WANDA REY, C A GONZALEZ FAIRFIELD CHIC AND STREET) ST Wortgagors, and ERICAN BANK OF CHICAGO KEDZIE CHICAGG AND STREET) CITY) ST Trustee, "witnesseth: That Whereas More to the control of the	TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest) CAUTION: Consult alwayse below using or acmog under disaform. Adwarmings, including interchanability and himass, are exclused. AUGUST 20THLIG-30-21 by 82, 3 E. made AUGUST 20THLIG-30-21 by 82, 3 ELE MAD STREET) CHICAGO ILLINOIS CAND STREET) (CITY) (STATE) SYMOTE AND STREET) (CITY) (STATE) AND STREET) (CITY) (STATE) AND STREET) (CITY) (STATE) AND STREET) (STATE) AND STREET CHICAGO ILLINOIS AND STREET (STATE) (STATE) AND STATE AND STREET (STATE) (STATE) AND STATE AND STREET (STATE	TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments including Interest) CAUTION: Count a layery before surge or introducing interest. E. made	TRUSTOEED (LINOIS) FOUR With Note Form 1448 (Monthly Payments including Interest) CAUTION: Comital aboyer before using a surquister risk time. AUGUST 20TH/IG-50_2 Mg 82 3 ILLBERTO REY, WANDA REY, CARMEN REY 8 A GONZALEZ ARREFLED CHICAGO ILLINOIS STATES AND STREET CITY (STATE) STATES AND STREET CITY (STATE) STATES AND STREET CITY (STATE) The Above Space For Recorder's Use Only The Above Sp

OR RECORDER'S OFFICE BOX NO.

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 mechanics lies or liens in favor of the United States or other liens or claims for lien not expressly boordinated 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 with 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 foil 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 satisfactor, 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 murrage 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 reneumbrances. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or little or claim thereof, or redeem ron, nay tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and r lexpenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the hours of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which. It is not to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which. It is not to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which. It is not to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which. It is not the protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which the protection to the protection of the part of Mortgagors.
- 5. The finite or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a by bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or the validity of any tax, assessment, sale, forfeiture, tax from or title or claim thereof.
- 6. Mortga its vi all pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election on the hold of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anyth is in e-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 a cree default shall occur and cominue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indeb ""...ss hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tri"... shall 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 o mort age debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale al exty and ares 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 ees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to litems to expend" after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, a usin ar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute st it is to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premi. s. In addition, all expenditures and expenses of the notire in this paragraph mentioned shall become so much additional indebtedness secreted het. """ """ """ """ """ """ """ """ in the proceedings, with interest thereout at the rate of interper cent per annum, when paid or incurred by Trustee or holders of the note in con ectio with (a) any actions, said or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, it her so baintiff, claimant or defondant, by reason of this Trust Deed or any indebtedness bettee vector of (e) preparations for the commencement of an, s. To, the foreclosure hereof after accural of such right to foreclose whether or not actually commenced."
- 8. The proceeds of any foreclosure sale of the premises shabe distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including ..., whitems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in abledule additional to that evidenced by the note hereby secured, with interest thereom as herein provided; third, all principal and interest term ining unpaid; 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 T ust D ed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or afte sat, 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 at his reiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, at a = f a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any furth it in so 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 or any authorize the receiver to apply the net income in his hands in payment in whole or in part 0. (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 come superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case or a sale and a sale an
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall t 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 time, 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, nor shall "ruste" a chilgated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y 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 e " " "quire 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 evide or that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at i.e. equest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the presenting that "indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor usset successor trustee may accept as the genuine note herein described any note which bears a creditate of identification purporting 5 be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and wich puports to be executed by the persons herein designated as the makers thereof; and where the release requested of the original trustee ant. "as never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine princip 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.

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.	_
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END OF RECORDED DOCUMENT