UNOFFICIAL COPY

GEORGE E. COLE- LEGAL FORMS	TRUST DEED (ILLINOIS) For Use With Note Form 1448	FORMNO. 206 April, 1980	ક શાહ્ય દ	27199509	
(Me	onthly Payments Including Interest)		\$. -	~1,100000	
CAUTION All warran	N: Consult a tawyer before using or acting under this to ties, including merchantability and fitness, are exclip	um. ded.	9		
		-3-24-9-3-2-1 -	.5 W2719	9509 A - FE	10.00
THIS INDENTURE, made	. April 19th	1984			
etween Maria Co	varrubias & Jose Covar	rrubias &			
Herculano Cov	arrubias.				
1627 N. Luna	Chicago	Illinois (STATE)			
(NO. AND S b , , in referred to as "Mor		(31415)			
'.or n's Heatir	ng & Air Conditioning In	c			
1917 Main St.	Melrose Pa	ark Illionis (STATE)			
herein referre a vas Tru	istee," witnesseth: That Whereas Mortga neipal promissory note, termed "Installm		The Al	oove Space For Recorder's Use O	nly
herewith, executed by Mo	designs, made payable to Bearer and de appy the principal sum of TWO Th	livered in and by which ousand Six Hur	dred Seven	ty Two & 21/100	
Dollars, and interest from	August 15th, 1984 on the	ne balance of principal rem	aining from time to ti	me unpaid at the rate of16	_ per cent
per annum, such principal Dollars on the 15th	'm and interest to be payable in install day of A'-9. 'St, 1984, and	ments as follows:Sever Seventy Six & 7	ry 51x & 70/ 0/100	/100	Dollarson
the 15th divotes	ich and e. erv man "dereafter until said.	note is fully paid, except th	at the final payment	of principal and interest, if not se	oner paid.
shall be due on the 15t to accrued and unpaid int	h day of August 1988, erest on the unpaid prin , pal to lance and	all such payments on acco the remainder to principal	unt of the indebtedne the portion of each	ess evidenced by said note to be a of said installments constituting p	pplied first rincipal, to
the extent not paid when	due, to bear interest fter the cate for p	ayment thereof, at the rate	of _16 per co	ent per annum, and all such payn	tents being
holder of the note may, fr	rm's Heating & Air Cor rom time to time, in writing a point, whic unpaid thereon, together wil, acc., ed.;	h note further provides tha	t at the election of the	or at such other place a e legal holder thereof and without avable, at the place of navment a	notice, the
case default shall occur in and continue for three de	impaid thereon, together will accided and in the payment, when due, of any institute the performance of any other careed days, without notice), and that all parces	n. of principal or interest it r ent ontained in this Trus	accordance with the t Deed (in which eve	e terms thereof or in case default nt election may be made at any tir	shall occur ne after the
protest.					
NOW THEREFOR	RE, to secure the payment of the said princ nd of this Trust Deed, and the performance	cipa sum of managed inte	rest in accordance wi ements herein contai	th the terms, provisions and limit; ined, by the Mortgagors to be nert	itions of the ormed, and
also in consideration of WARRANT unto the T	the sum of One Dollar in hand paid, the rustee, its or his successors and assigns,	e receipt hereof is hereb the following described R	y acknowledged, Mo eal Estate and all of	ortgagors by these presents CON their estate, right, title and inter	VEY AND est therein.
situate, lying and being i	in theCity of Chicago	C(\dNT)	or Cook	AND STATE OF ILLIN	OIS, to wit:
1	ot 28 in Block 12 in mi		7		
		lls and Sons 🗥	Irith Avenue	e and Central	
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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 re buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises 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) due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit sa 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 now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinar 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 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 encur. Tances, 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 8, leo for feriting said premises or contest any tax or assessment. All moneys paid for any of the purpose herein authorized and all xp. 75 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 'zerin authorized may be taken, shall be so much additional indebtedness center hereby and shall become immediately due and payable without r sites 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 rig t acc.
- 5. The Truster or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to are, 10th structure that procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the real idity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay such them 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 case do that shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby scarrer 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 sall, he can be 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, cht. 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 expense swhich may be paid or incurred by or on behalf of Trustee or holders of an other for attorneys' fees, Trustee's fees, appraiser's fees, outle, s for commentary 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 abstracts of title, itils escribes and examinations, guarantee policies. Torrens certificates, and similar 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 t evir ence 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 addition, the conditions are specifically and the such additional indebtedness secured hereby and named tely use all payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with "to "y" a claim, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintify a maant or defendant, by reason of this Trust Deed or any indebtedness hereby to the proceeding and the process of the process whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be districted an applied in the following order of priority. Flower of all costs and expenses incident to the foreclosure process the blank has been all the forecast which interest in the proceeding paragraph nervoir secured indebtednes. The forecast which is the proceeding paragraph nervoir secured indebtednes. The forecast has been provided, third, all principal and interest remaining unpaid four h, 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 Court of which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no ce 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 ne 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 acceiver 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 when Martgagors, 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 parts. 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 indelector, seed receiver, we need to apply the net income in his hands in payment in whole or in parts of: (1) The indelector, seed section and the profits of the profits of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any of onse 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 three o shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligat a to 1 cord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omit ions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require inder nit satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proor restrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed and then fully public and Trustee show various and delicate recording the grad at the request of any across who shall either before or after metally the conformal metallic factory and the standard security of the standard security and the security of the standard securit
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall h 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
 is, which the premises are situated thail persecond Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and
 hority as are herein given Trusce, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed betweender.
- 15. This Trust Deed and ell 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.

END OF RECORDED DOCUMENT





