TRUST DEED 3 5 0 3 5 (AMORTIZATION FORM/IND)

THIS INDENTURE, Made May 3 Elizabeth Bravo, Isidro Bravo and Eva Br		Carlos Bravo,
together with as successors or assigns, as "First Par an Illinois corporation herein referred to as TRUST	rty," and Main Bank -Chicago	
THAT, WHEREAS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	isand and no/100	ng even date here- Dollars,
made payable to BEARER _the order of Main in and by which said Note the First Party promis		
Тинскарисинический негодинательную и и мау 12, 1985	on the balance of principal remaining from	time to time un-
paid at the ate of 13.00 316.37 Dollars on the 15t	per cent per annum in installments as follow the day of June 19 85 and the day of each month	rs:and
said Note is fully pad except that the final paymenthe 15th day of May	nt of principal and interest, if not sooner paid	l, shall be due on
indebtedness evidenced by said Note to be first ap mainder to principal; and if eacy installment is not p	aid at its maturity, interest thereafter on the	unpaid principal
amount of said Note shall be cor puval at a rate p which rate shall continue in effect and all past d	ue principal and interest installments and po	ost-maturity rate
interest due as a result thereof have been paid; and banking house or trust company in		
of the Note may, from time to time, in writing ap Main Bank - Chicago	point, and in absence of such appointment, the	hen at the office
NOW, THEREFORE, Eirst Party to secure the payment of with the terms and conditions thereof and of this Trust Deed, and the of the holders of the Note, whether now existing or hereafter arising, everal including but not limited to the guaranty or guaranties (who armership or corporation to the holders of the Note; and also in construction).	due or to be some due, ducet, inducet or contingent, joint of other now existing or icreafter arising) of any indebtednes	or several or joint and as owing by a person,
cknowledged, does by these presents grant, tempse, release, alien and issate situate, lying and being in the COUNTY OFCOOK		lowing described Real

Parcel 1: Lot 28 in Block 2 in Attrill's Subdivision part of Blocks 2, 3 and 5 in Stave's Subdivision of 53 acres lying south of the Northwestern Plack Road/it North East 1/4 of Section 36, Township 40 North, Range 13, East of the 3rd P.M., in Cook County, Illinois.

Parcel 2: Easement appurtenant to and for the benefit of Parcel 1 as ser forth in the Articles of Agreement for Warranty Deed Dated December 27, 1979 and recorded July 25, 1980 as document 25526081 and as created by deed for ingress and egress, over and across the north 5 feet of Lot 27 in Cook County, Illinois.

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

D E Name			This deed prepared by Main Bank-Chicago, 1965 Milwaukee Avenue, Chicago. IL 60647
L I Street E R City	•	Main Bank 1965 N. Milwaukee Ave. Chicago, IL 60647 ECORDERS BOX 333	or RECORDER'S OFFICE BOX NO. for information only insert street address of above described property. 2208 N. Milwaukee Ave., Chicago, IL 60647

UNOFFICIAL COPY

16. At the request of the holders of the Note, the First Party agrees to furnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.

- 17. Any other mortgage of the premises or other convensual lien thereon, including a collateral assignment of the beneficial interest in the trust holding title to the premises, if any, made without the prior written approval of the holders of the Note shall give the holders of the Note the right, at any time, to declare the indebtedness secured hereby immediately due and payable.
- 18. Elizabeth Bravo and Eva Bravo are executing this Trust Deed for the sole purpose of granting and conveying the Trustee any marital rights which either of them may have in the premise including but not limited to dower, courtesy, and any other rights under the Illinois Marriage and Dissolution of Marriage Act.

Address: 2208 North Milwaukee Avenue	By: X Pyles Brown
Address: 2208 No to Milwaukee Avenue	By Xdura Beero
STATE OF ILLINOIS COUNTY OF COOK	By: Y Clin which A Bridge By: X Elizabeth Bravo By: X Elizabeth Bravo
certify that Carlos Bravo, Elizabeto Bravo	a Notary Publicin and for the County and State aforestid, do hereby and Isidro Bravo and Eva Bravo.
	ne this day in person and acknowledged to me that they, being thereunto duly voluntary act and as the free and voluntary act of said corporation, for the uses
GIVEN under my hand and notarial seal this	
	Brun D. Thring
My Compussion Expires Warch 15, 1587	2 _C
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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BU HERLIN BEFORE THE TRUST DEED IS FILLD FOR SECURED.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under John fication No.

Irustee

6. Upon, or at any time after the filing of a bill to inreclose this true Devil, 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, withhelf modes, without regard to be soldeney or insolvency at the time of application of such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises of 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 forcele-ure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when XXX the Borrowell copi 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 fureclosing this Trust Deed, or any tax, special assessment or other hen which may be of 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.

- 7. Trustee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permietted for that purpose.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unsess 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 exercise early power herein given.
- 9. Truster shall release this Trust Deed and the nen thereof by proper instrument upon presentation of satisfactory evidence that all indebirdness secured by all Trust Deed has been fully paid; and Trustee may execute and deliver a release bereof 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 Titrles may accept as true without inquiry. Where a telease is requested of a successor Trustee, such successor Trustee may under or which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of TRETTER and where the telesce is requested on the contained of the Note and which purports to be executed on behalf of TRETTER. accept as the genuine Note herein ascribed any Note which beats a certificate of identification purporting to be executed by a prior Taugige | and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description betein contained of the Note and which corports to be executed on behalf of Krakken, the Borrower.
- 10. Trustee may resign by instrument in spiring filed in the office of the Recorder of Registrat of Tibles in which this instrument shall have been recorded or filed. In case of the resignation, mah.by, or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereing even the identical title, powers and authority as are herein given Trustee of successor shall be entitled to reasonable compensation for all acts performed hereunder.
- Borcower 11. Upon request from the holders of the Note, the lost, the year on addition to the principal interest payment provided for merein shall deposit monthly with the holders of the Note on the dates the aforesaid pay iren's are due, a sum equal to 1/12 of the general real estate taxes levied against the premises and/or the cost of insurance on the premises in an aurount con less than the ben bereof, to be applied on account of said taxes and/or said instrance when the same shall become due, using the arrount of the last available tax and/or insurance bill, whatever the case may be, as a basis for the respective deposits. No interest shall be paid by the holders of the Note secured hereby, on account of said deposit for taxes and/or insurance. There shall be no obligation upon the holders of the Note to obtain any fax and/or in mance bill, or to pay any tax and/or insurance bill, except upon presentation of the current bill by the Pirst Party, provided that the sum of the deposits thin available is sufficient to cover the cost of the same.

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- 13. Without the advanced written consent of the bolders of the Note, bust Party does further colleged unit and agree that it will not transfer, convey or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises or the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof under articles of agreement for the issuance of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further, in the event of any such transfer by the First Party without the advanced written consent of the holders of the Note, the holders of the Note, in their sole discretion, and yethout a tire to the First Party may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance multar, world. The acceptance of any payment after any such transfer or conveyance shall not be construed as the consent of the holders of the Note to such transfer, nor shall it affect the right of the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.
- 14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for admines to the premises shall be the vole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the said Secrety assigns to the holders of the Note, all right, title and interest in and to ans award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make, execute and deliver in the name of the HOPFORE To any subsequent owner of premises, any release or other instrument that may be required to recover any such award; and to endorse checks in the name of the kierkhilly Borrower.
- Borrower

 115. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the Experiment to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion, and the holders of the Note to teceive and give acquittance therefor; to make execute and deliver in the name of the Dakes of any subsequent owner of the premises any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the EXECUTE At the option of the holders of the Note and in their sole discretion, without any obligation to dr. 3, the insurance proceeds may be used to repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become dismaged or destroyed. Return on the part of the holders of the Nove to course the instance proposits for any such repairs, restoration or rebuilding shall not relieve the EXEMPLY of its obligations under paragraph t he cost. Borrower

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TOGETHER with all improvements, tenements, exements, fixtures, and appurtenances thereto belonging, and all tents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto twhich are pledged primarily and on a parity with said real estate and not secondarily), and all a receives, educations may be entitled thereto twhich are pledged primarily and on a parity with said real estate and not secondarily), and all a receives, educations may be entitled thereto thereto used to supply heat, gas, air conditioning, water, light, power, refrigeration exhether single units or centrally controlled; and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

the Borrower

- 1. Until the indebtedness aforesaid shall be tally paid, and in case of the failure of Mexiconic to: (1) promptly repair, restore or tebuild any buildings or improvements may be bereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and fee from mechanic's or other liens, claims for lien, second mortgages, or the like; (3) pay when due any indebtedness which may be secured by a new or charge on the premises; (4) complete within a reasonable time any building or buildings now of at any time in process of erection upon said process; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material attentions in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special assessionats, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to helders of the Note daplicate receipts therefor: (8) pay in full under protest in the manner provided by statute, any tax or assessment which was taken to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning of mindstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the sold on to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance pulicies payable, in case of ions 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 deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any pywent or perform any act hereinbefore set forth in any form and monner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, dischange, comprortise or settle any tax lien or other prior lien or title or claim thereof, accedesm from any tax sale or forfetture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein autiorized and all expenses paid or incurred in connection therewith. including attorneys' tees, whether arising before or after the filing of a suit to foreclose fee fen of, and any other moneys advanced by Trustee or the halders of the Note to protect the mortgaced premises and the lien hereof, plus reasonable egrapensation to Trustee for each matter concerning which action 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 a rate per annum equal to the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set torth therein. Inaction of the Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- The Trustee or the holders of the Note hereby secured making any payment hereby authorized to face to taxes or assessments, may do
 so according to any hill, statement or estimate produced from the appropriate public office without inquiry into the according to estimate or into the validity of any tax, assessment, sale, forfeiture, tax hen or title of claim thereof.
- Borrower

 3. At the option of the holders of the Note and without notice to the **Executed** 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 nothing payment of any installment of principal or interest on the Note, or (b) in the event of the failure of **Executed State** Default with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph I hereof and such failure shall continue for the case of days, said option to be exercised at any time after the expiration of said **EXEC** day period.
- 4. 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, whether arising before or after the filing of such suit 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 abstracts of title, title searches and examinations, cuarantee policies. Torrens certificates, and similar data and anurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such sunt 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 post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the prematurity rates set forth overein, 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 sait or proceeding which might affect the premises or the security hereof, whether or not actually commence
- 5. The proceeds of any foreclosure rate 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 the costs are mentioned in the preceding paragraph between second, all other stems which under the forms beneat a resource of a cost of a cost of the North with underest their one of the sun may deal other their costs of the costs of the North with underest their one of the sun may deal other their costs of the costs