

UNOFFICIAL COPY

TRUST DEED

85 035 446

(AMORTIZATION FORM/IND) 3 5 0 3 3 4 4 3

THIS INDENTURE, Made May 3 19 85, between Carlos Bravo, Elizabeth Bravo, Isidro Bravo and Eva Bravo herein collectively ~~now~~ referred to, together with <sup>their</sup> successors or assigns, as "First Party," and Main Bank - Chicago an Illinois corporation herein referred to as TRUSTEE, witnesseth:

Carlos Bravo and Isidro Bravo (collectively herein referred to as "Borrower") THAT, WHEREAS ~~the Borrower~~ has concurrently herewith executed an installment Note bearing even date herewith in the Principal Sum of Twenty-Five Thousand and no/100 Dollars, made payable to BEARER the order of Main Bank - Chicago in and by which said Note the First Party promises to pay ~~and that portion of the trust estate subject to said Trust agreement and hereinafter specially described~~ the said principal sum and interest from May 15, 1985 on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum in installments as follows: 316.32 Dollars on the 15th day of June 19 85 and 316.32 Dollars on the 15th 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 15th day of May 19 88; and 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; and if any installment is not paid at its maturity, interest thereafter on the unpaid principal amount of said Note shall be computed at a rate per annum four percent in excess of the rate set forth above, which rate shall continue in effect until all past due principal and interest installments and post-maturity rate interest due as a result thereof have been paid; 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 Main Bank - Chicago in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest due on said Note in accordance with the terms and conditions thereof and of this Trust Deed, and the payment of any other indebtedness, obligations and liabilities of the ~~trust~~ Borrower to the holders of the Note, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several including but not limited to the guaranty or guaranties (whether now existing or hereafter arising) of any indebtedness owing by a person, partnership or corporation to the holders of the Note; and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

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 Plank Road 1/4 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 set 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.

13.00

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

|                                      |        |  |   |
|--------------------------------------|--------|--|---|
| D<br>E<br>L<br>I<br>V<br>E<br>R<br>Y | Name   | <input type="checkbox"/>                                 | This deed prepared by Main Bank-Chicago, 1965 Milwaukee Avenue, Chicago, IL 60647<br>or RECORDER'S OFFICE BOX NO. _____<br>for information only insert street address of above described property.<br>2208 N. Milwaukee Ave., Chicago, IL 60647 |
|                                      | Street | Main Bank<br>1965 N. Milwaukee Ave.<br>Chicago, IL 60647 |   |
|                                      | City   | RECORDER'S BOX 333                                       |   |

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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 consensual 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 *Carlos Bravo*  
Carlos Bravo

Address: 2208 North Milwaukee Avenue

By: *Isidro Bravo*  
Isidro Bravo

STATE OF ILLINOIS  
COUNTY OF COOK

By: X *Elizabeth C Bravo*  
Elizabeth Bravo

By: X *Eva Bravo*  
Eva Bravo

I, Bruce D. Loring

a Notary Public in and for the County and State aforesaid, do hereby

certify that Carlos Bravo, Elizabeth Bravo and Isidro Bravo and Eva Bravo.

respectively subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of May 1985

Bruce D. Loring  
Notary Public

My Commission Expires March 15, 1987

COOK COUNTY ILLINOIS  
CLERK'S OFFICE

1985 MAY 24 PM 3:16

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|--|--|
| <p><b>IMPORTANT</b><br/>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE SAID HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD</p> | <p>The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>1183</u><br/>Main Bank - Chicago<br/>Trustee</p> |
|--|--|



TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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-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 fully paid, and in case of the failure of the Borrower, to: (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 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 lien or charge on the premises; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which the Borrower desires to contest; (9) 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 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 payment or perform any act hereinbefore set forth 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, whether arising before or after the filing of a suit to foreclose the lien of, 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 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 forth 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.

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2. 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 of claim thereof.

Borrower

3. At the option of the holders of the Note and without notice to the Borrower 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) in the event of the failure of the Borrower to comply with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph 1 hereof and such failure shall continue for ~~ten~~ <sup>ten</sup> days, said option to be exercised at any time after the expiration of said ~~ten~~ <sup>ten</sup> 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, guaranty policies, Turrens 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 post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rates set forth therein, 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.

5. 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 those items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof are to be paid or satisfied out of the proceeds of the Note, with interest thereon, in the order in which they are provided for in the Note, and third, the balance, if any, shall be paid to the Borrower.

Borrower