

UNOFFICIAL COPY



TRUST DEED

1986 NOV -5 AM 10:17

86517222

FORM NO. 9.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 1, 1986, between GUILLERMO LOZANO and

SANDRA LOZANO, his wife

herein referred to as "Mortgagors", and First National Bank of Morton Grove, a national banking association of 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 (\$5,000.00)

Five Thousand and 00/100's ----- 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 in instalments as follows: (\$130.45)

One Hundred Thirty and 45/100's ----- Dollars

or more on the 1st day of December 1986 and a like amount of Dollars or more on the 15th day of each month thereafter, including the 15th day of each month thereafter, until the final payment of the balance due on the 1st day of November 1990, with interest from disbursement date on the principal balance from time to time unpaid at the rate of 11.50 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 12.50 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Morton Grove, 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 estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS

Lot 3 in block 1 in Logan's resubdivision of lots 2 to 10 in block 3 in Keeney and Pemberthy's Addition to Pennock a subdivision of Southwest 1/4 Southwest 1/4 Section 27, Township 40 North, Range 13

11.00

Commonly known as - 4319 Wrightwood Avenue Chicago, Illinois 60639

Permanent Index No. 13-27-412-003-0000

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

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 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 thereon 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) curtains, window shades, storm doors and windows, floor coverings, inador 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 on 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 S and seal S of Mortgagors the day and year first above written.

Guillermo Lozano (SEAL)

Sandra Lozano (SEAL)

STATE OF ILLINOIS, County of Cook

I, Annamarie Gasperini, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Guillermo Lozano and Sandra Lozano, his wife

who are 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.

Given under my hand and Notarial Seal this November 1st day of 1986.

Notarial Seal

Commission Expires 5-14-87

Annamarie Gasperini

Notary Public.

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6201 Dempster St. Morton Grove, Illinois 60053

4319 Northwood Avenue

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY FIRST NATIONAL BANK OF MORTON GROVE, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 1048 By Kar [Signature] Trustee FIRST NATIONAL BANK OF MORTON GROVE Assistant Vice President

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED): 1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises... 2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, water charges, sewer service charges, and other charges against the premises... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have it done so insured) under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby... 4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required to encumber in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act herebefore required to encumber in any form and manner deemed expedient... 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 valid assessment 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, lien or claim thereof... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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... 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 items which under the terms hereof constitute secured indebtedness as mentioned in the preceding paragraph hereof; second, all other items which principal and interest remaining unpaid on the note; fourth, any moneys, legal representatives or assigns, as their rights may appear... 9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises... 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 of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated, or rendered, 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 thereon 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 hereon 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 has been paid, which representation Trustee may accept as true without inquiry... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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... 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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