

UNOFFICIAL COPY

Form 1, Trust Deed for Instalment Note

70-37-111 & 300

This Indenture, made April 3rd 1986 between EDUARDO G. VELEZ, SR. and MARIA I. VELEZ, his wife,

86130971

herein referred to as "Mortgagor" and

South Chicago Savings Bank,

13.00

an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder of the Instalment Note hereinafter described, said legal holder being herein referred to as "Holder of the Note", in the principal sum of FIFTY-TWO THOUSAND AND NO/100-----(\$52,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to

BEARER, and delivered, and by which said Note the Mortgagor promises to pay the said principal sum and interest thereon at the rate in said note specified: Said note provides, inter alia: that said principal sum and interest shall be paid in lawful money of the United States of America at such banking house or trust company in the city of Chicago, Illinois, as the Holder of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of South Chicago Savings Bank in said city,

in instalments until said note is fully paid, except that such amount as may then be unpaid shall be due and payable on April 1, 1993; and that at the election of the Holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms thereof, or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in this trust deed.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and interest of the Mortgagor therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

Lot 10 in Block 117 in subdivision by the Calumet and Chicago Canal and Dock Company of part of Sections 6 and 7, Township 37 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded in Book 10 of plats, pages 11 and 12 in Cook County, Illinois.

Commonly known as: 9524 South Commercial Avenue Chicago, Illinois 60617

Permanent Tax No. 26-07-110-026 ML

COOK COUNTY, ILLINOIS

1986 APR -7 AM 10:40

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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 Mortgagor 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, 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 in the premises by the Mortgagor or his 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 Mortgagor does hereby expressly release and waive.

BOX NO _____

TRUST DEED
For Instalment Note

South Chicago Savings Bank
Trustee

South Chicago Savings Bank
2959 EAST 92ND STREET
CHICAGO, ILLINOIS 60617

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mail to

HV
BOK 222
L

The Instalment Note mentioned in the within Trust Deed has been identified herewith under IDENTIFICATION No. 4708
South Chicago Savings Bank,
as Trustee
By Mary Ellen
Trust Officer

Property of Cook County Clerk's Office

STATE OF ILLINOIS }
County of COOK }
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I, JEROME J. SMALL
a Notary Public in and for and residing in said County, in the State aforesaid, do
HEREBY CERTIFY THAT EDUARDO G. VELAZ, SR. and
MARIA I. VELAZ, his wife,
who are personally known to me to be the same persons whose names 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,
including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal this 3rd day of April 1986
JEROME J. SMALL
Notary Public
My Commission Expires December 9, 1986

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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 costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the Mortgagor's heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, 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, without notice, without regard to the solvency or insolvency of Mortgagor 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 such receiver. Such receiver 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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 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 foreclosing this trust deed, or any tax, special assessment or other lien which may be or 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.

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 Holder 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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless 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 exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof 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 hereof 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 Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; 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 herein contained of the 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 of Deeds or Registrar of Titles of the County in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then acting Recorder of Deeds of the county in which the premises are situated shall be 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" while in the singular number when used herein shall include all such persons, whether one or more, 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 words "Holder of the Note" while singular in number shall include the person or persons, whether one or more, who at any time may be the actual holder or holders of the note.

16. The Holder of the Note may, from time to time, forbear to pursue any right or remedy, or consent to the change of any one or more of the terms of said note or of this trust deed without notice to the Mortgagor or to any other person or persons who may have assumed payment of said indebtedness, or any part thereof, and such forbearance or change shall not, nor shall any act other than actual payment of said indebtedness and the cancellation of said note, release the Mortgagor and such other person or persons, or either of them, from liability for payment of said indebtedness or any part thereof.

17. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a purchase money security interest for household appliance; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

WITNESS THE HAND AND SEAL of the Mortgagor the day and year first above written.

Edw. G. Velazquez Sr. (SEAL)
Maria J. Velazquez (SEAL)
..... (SEAL)
..... (SEAL)

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (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 mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 Holder of the Note; (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) make no material alterations in said premises except as required by law or municipal ordinance; neither do, nor suffer to be done, anything where- by the security hereby effected or intended so shall be weakened, diminished or impaired.

2. In addition to and together with each payment of principal and interest payable under the terms of the note secured hereby, the Mortgagor will deposit monthly with the Holder of the Note, until the indebtedness secured hereby is fully paid, a sum equal to one-twelfth (1/12) of the amount estimated by such Holder to be required annually to pay general taxes, special assessments and hazard insurance premiums next to become due; and the Holder of the Note is authorized to apply the sums so deposited or any part thereof, in payment of said items or any of them. The Holder of the Note shall not be required to pay said items or any of them except upon presentation to such Holder of proper bills therefor, nor unless sufficient funds are so on deposit to pay the same. The Mortgagor shall make up any deficiency in the amount necessary to make any and all payments of the items herein mentioned when the same respectively become due. The Holder of the Note shall not be required to inquire into the validity or accuracy of any bill so presented, and nothing herein contained shall be construed as requiring the Holder of the Note to advance any moneys for the payment of any of said items or any part thereof. The Mortgagor hereby pledges such deposits as additional security for the payment of said items and of any and all sums due or to become due and secured by this trust deed, and agrees that any sum so on deposit with the Holder of the Note may, notwithstanding anything herein contained, be applied to the payment in whole or in part of such taxes, assessments and premium as well after as before any default by the Mortgagor and the balance, if any, to the satisfaction pro tanto of any other sum or sums secured hereby.

3. The Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning, windstorm, or other hazard to which it may be subjected, in an amount not less than sufficient to protect the said premises against such risks and each of them, and shall pay to the Holder of the Note a sum sufficient in the first instance, to purchase such protection and thereafter, prior to the expiration date of policies in force, a sum sufficient to renew such policies as hereinafter provided. All such policies shall be made payable in case of loss or damage, to the Trustee for the benefit of the Holder of the Note, and shall remain in the possession of the trustee or the Holder of the Note so long as said indebtedness or any part thereof shall remain unpaid. All moneys received under such policies, or any of them, covering payment of insured losses shall be applied to restoration of the security or to the loan balance as the Holder of the Note may determine.

4. In case of default herein, Trustee or the Holder of the Note may, but need not, make any payment or perform any act hereinafter required of Mortgagor 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, compromise or settle any tax lien or other prior lien 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, and any other moneys advanced by Trustee or the Holder of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest (at the rate of seven per cent per annum, in addition of Trustee or Holder of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the Holder 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 or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holder of the Note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any thing 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holder 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 all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Holder of the Note for attorneys' fees, Trustee's fees, appraisers' 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holder of the Note may deem 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 rate of seven per cent per annum, when paid or incurred by Trustee or Holder of the Note in connection with (a) any proceedings, 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) preparation 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.

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