

UNOFFICIAL COPY

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TRUST DEED

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This instrument prepared by Sharon Gushik 184 W. Hubbard St. Chicago, IL

86141425

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 11th, 1986, between DEOGRACIA MIRANDA, a widower

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-EIGHT and 35/100'S----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~ SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 13th, 1986 on the balance of principal remaining from time to time unpaid at the rate of 12.90 percent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED THIRTY-EIGHT and 91/100'S----- Dollars or more on the 15th day of May 1986 and THREE HUNDRED THIRTY-EIGHT and 91/100'S Dollars or more 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 April 1996. 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; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 25% per annum, 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 SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION 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, his 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, to wit:

LOT 29 (EXCEPT THE NORTH 1.15 FEET THEREOF) IN BLOCK 3 IN TREAT'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. T#3333 TRAN 1127 04/14/86 09:38:00 #1952 #A *-86-141425 \$11.00

PERMANENT TAX NO. 16-02-305-025-0300

COMMONLY KNOWN AS: 1101 North Ridgeway Chicago, Illinois 60651

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 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 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.

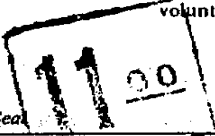
WITNESS the hand, and seal of Mortgagors the day and year first above written.

DeoGracia Miranda [SEAL] DEOGRACIA MIRANDA [SEAL]

STATE OF ILLINOIS, } 1. SIDNEY J. MARX } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DEOGRACIA MIRANDA, a widower

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April 1986



[Signature] Notary Public

86141425

1101 North Ridgeway
DESCRIBED PROPERTY HERE
FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE

This instrument is to be recorded by the Recorder of Deeds for Cook County, Illinois

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,
By *[Signature]*
Assistant Secretary (Assistant Vice President)
Identification No. 711268

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and improvements, where the lender is required by law to have its loan so insured (under policies providing for payment by the insurance company or monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured thereby); all in compliance satisfactory to the holders of the 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 expiration of the policies.

2. Mortgages shall keep all buildings and improvements in good condition and repair, without waste, and free from mechanics or other liens or claims for lien or charge on the premises, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the note; (b) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

3. Mortgages shall pay all 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 a duplicate receipt therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax assessed against the premises.

4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder or required of Mortgages in any form and manner deemed expedient, and may, but need not, compromise or settle any tax lien or other prior lien or claim in respect to the premises, discharge, purchase, or otherwise acquire any tax lien or other prior lien or claim in respect to the premises from any tax sale or foreclosure affecting said premises or compromise or settle any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action hereon 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 equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise, the premium rate set forth therein, fraction of Trustee or holders 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 Mortgages.

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 law, or estimate or procure from the appropriate public officer without inquiry into the accuracy of such bill, statement or other document or any tax, assessment, sale, forfeiture, tax lien or claim in respect to the premises.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in the making of any payment or principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgages herein contained.

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 hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, trustees' fees, appraisers' fees, days for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be reported after entry of the decree) of procuring all such abstracts of title, title searches and examinations, the insurance policy, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procure a 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 a part of the indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise, the premium rate set forth therein, when paid or incurred by Trustee or holders of the note shall be a part of the indebtedness secured hereby and shall be immediately due and payable, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon or at any time after 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 the filing of a bill to foreclose or at any time thereafter, without notice, without regard to the solvency or insolvency of Mortgages 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when a deficiency, except for the redemption 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, management and operation of the premises during the whole of said period. The receiver 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, management and operation of the premises during the whole of said period. The receiver 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, management and operation of the premises during the whole of said period. The receiver 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, management and operation of the premises during the whole of said period.

9. No action for the enforcement of the lien or of any provision hereof shall be brought in any defense which would not be good and available to the party instituting same in an action at law upon the note hereby secured.

10. 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.

11. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee 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.

12. 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, and all indebtedness hereby secured has been paid, which release may be accepted as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as true without inquiry any note which bears an identification number, according to be placed thereon by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the instrument has been recorded or filed, in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, shall be Successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

13. 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.

14. Before releasing this trust deed, Trustee or successor shall receive for his 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 Trustees Act of the State of Illinois shall be applicable to this trust deed.

THE COVENANTS, PROVISIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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