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TRUST DEED

COOK COUNTY ILLINOIS FILED FOR RECORD

1987 AUG 17 PM 3:19

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 14, 1987, between Ramon Estrada and Maria P. Estrada, his wife

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 Forty Four Thousand and no/100 (\$44,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF KRARER Rosa Giolli

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 14, 1987 on the balance of principal remaining from time to time unpaid at the rate of 9.0% percent per annum in instalments (including principal and interest) as follows:

Three Hundred Sixty Nine and 25/100 (\$369.25) Dollars or more on the 14th day of September, 1987 and Three Hundred Sixty Nine & 25/100 (\$369.25) Dollars or more on the 14th 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 14th day of August, 1992. 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 12.0% 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 Rosa Giolli

of the entire unpaid balance

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, to wit:

LOT 29 IN BLOCK 2 IN W. F. KAISER AND COMPANY'S ALBANY PARK SUBDIVISION, BEING A SUBDIVISION OF LOT 12 AND THAT PART OF LOT 5 LYING SOUTH OF THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 12 AND THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-11-414-012-0000 H 70 NO Commonly known as 5025 N. Spaulding, Chicago, Illinois 60625

13.00

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.

Ramon Estrada [SEAL] Maria P. Estrada [SEAL]

STATE OF ILLINOIS, I, The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ramon Estrada and Maria P. Estrada, his wife, who 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.

Given under my hand and Notarial Seal this 17th day of August 1987.

[Signature] Notary Public

Notarial Seal

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PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO 9226 0537

8303 H19125

Hu 40 T 997, 22

BOX 333 - GG

50 25 W. Springfield

50 25 W. Springfield

DESCRIBED PROPERTY HERE

FOR RECORDER'S INDEX PURPOSES

INSERT STREET ADDRESS OF ABOVE

FOR RECORDER'S INDEX PURPOSES

CHICAGO TITLE AND TRUST COMPANY

By *[Signature]*

Assistant Secretary/Assistant Vice President

Identification No. 719968

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

1. Mortgages shall 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 flood damage, where the lender is required by law to have its loan so insured) under policy providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the mortgage policy payable, in case of loss or damage, to Trustee or Trustee's attorney-in-fact, 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 respective dates of expiration.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special 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 material alterations in said premises except as required by law or municipal ordinance.

3. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special 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 material alterations in said premises except as required by law or municipal ordinance.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 title or claim thereon, or redeem from any tax sale or foreclosure said premises or contents any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or 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 other notice the premises is taken set forth in the note, the premises 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.

5. The Trustee or the holders of the note hereby secured making any payment 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, foreclosure, tax lien or title or claim thereon.

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 any payment of principal or interest on the note, or (b) when default shall occur and continue for three days in the making payment of any 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. Where 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 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, appraisers' fees, outlays for documentary and export evidence, stenographers' charges, publication costs and costs of other matters which may be estimated as to items to be expended after entry of the decree of foreclosure, including all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and minor data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary, either to protect 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 the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby 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 other notice the premises is taken set forth in the note, the premises shall be so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

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 sale, 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 Mortgages, their 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 Mortgages as a homesteaded or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, leases 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 time when Mortgages, 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 or in part of: (a) The period from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any other indebtedness secured hereby; or (b) preparation for the commencement of any suit for the foreclosure hereof after actual or constructive default; or (c) preparation for the commencement of any suit for the defense of any threatened suit for the foreclosure hereof, whether or not actually commenced.

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 intervening 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 or the identity, capacity, or authority of the signatories on the note or trust deed, 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 his 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 hereof 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 all indebtedness hereby secured, and which conforms with the description herein contained of the note and which purports 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 placed thereon by a prior trustee hereunder designated as the makers thereof; and where the release is requested of the original note which may be placed thereon by a prior trustee hereunder designated as the makers thereof, it may accept as the genuine note herein described any note which may be executed by the persons herein designated as the makers thereof; and where the release is requested of the original note which may be placed thereon by a prior trustee hereunder designated as the makers thereof, it may accept as the genuine note herein described any note which may 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 or Registrar of Deeds 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 Recorder of Deeds of the county in which this instrument is filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

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 claiming under or through Mortgages, and 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 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.

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

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RIDER "A"

This Rider "A" is attached to and made a part of a certain TRUST DEED dated August 14, 1987, between Ramon Estrada and Maria P. Estrada ("Mortgagors") and Chicago Title and Trust Company, an Illinois corporation doing business in Chicago, Illinois ("Trustee").

17. In addition to the agreed installments of principal and interest which the Mortgagors have agreed to make under the terms of the Instalment Note, Mortgagors shall deposit with the Holder of the Note, on the date each installment payment is due under the Instalment Note, an amount equal to one-twelfth (1/12) of the estimated amount of all general and special taxes and assessments which may become a lien on the premises and one-twelfth (1/12) of the annual premiums for insurance coverages required to be kept and maintained by Mortgagors hereunder ("Tax and Premium Deposits"). All such Tax and Premium Deposits shall be reasonably estimated by the Note Holder to provide sufficient sums for the full payment of all such taxes, assessments and insurance premiums one month prior to their each becoming due and payable. All Tax and Premium Deposits shall be held by the Note Holder without any allowance of interest thereon.

Note Holder will, out of the Tax and Premium Deposits, upon receipt of the bills therefor, pay the general and special taxes and assessments and insurance premiums. If the total Tax and Premium Deposits on hand shall not be sufficient to pay all such taxes and premiums when they shall become due, then Mortgagors shall pay to Note Holder on demand the amount necessary to make up the deficiency.

18. Due on Sale. If the Mortgagors shall sell, assign, convey, transfer or encumber the premises or the beneficial interest of any trust holding title thereto, or contract to sell, assign, convey, transfer or encumber the premises of the beneficial interest of any trust holding title thereto, whether by operation of law or otherwise, without the prior written consent of Trustee or the Holders of the Note, then and in every such case the whole of the indebtedness secured hereby shall, at once, at the option of the Trustee or such holder, become immediately due and payable, together with accrued interest, without notice to Mortgagor.

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