88442752

1988

September 22

1988 , between Avelino P. Braceros, divorced,

THIS INDENTURE, made and not since remarried. 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 - (36,000,00) ---- Dollars, Thirty Six Thousand and no/100evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE CHARLEST United Credit Union PORKRER 4444 S. Pulaski Chicago, IL 60632 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 22, 1988 on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as follows: 9.80

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Three Hundred Thirty Four and 63/100-Dollars or more on the 22nd day of October 19 8% and Three Hundred Thirty Four and 63/100-Dollars or more on thereafter until said note is fully paid except that the final payment of principal 22nd day of each winth and interest, if not sooner paid shall be due on the 22nd day of September, 1993; All such payments on account of the indebtedness evide iced 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 per annum, and all o said principal and interest being made payable at such banking house or trust 9.80 ದು:cago, 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 United Credit Union 4444 S. Pulaski Chicago, IL 60632 in said City.

NOW, THEREFORE, the Mortgagors to secure the ay nent of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the conformance 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 those presents CONVEY and WARRANT unto the Trustee, its success is 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 DAVENPORT'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TPIC INSTRUMENT PREPARED BY: PROPERTY LOCATED AT: Ga il Klopke 4145 W. North Ave. c/c United Credit Union Chicago, IL 60639 4444 S. P. laski Rd. PIN # 16-03-206-006 VOL. 541 60632 Chicago, 72

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belon in g, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged prin, rily ril 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 varer 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 not all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered a 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 respect vide of

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of are incompared barein by reference and are a part bereaf and shall be binding on the mortgagors, their heirs

successors and assigns.	and seal of Mortgagors the day and year first above written.
x /XA/2/4	(SEAL)(SEAL)
Avelino P.	Braceros [SEAL]
STATE OF ILLINOIS, County of COCk	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Aveling P. Braceros, divorced, and not since remarried
	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 22nd day of September 19 88.

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dependences secured by this Trust Deed shall,

agebie (a) immediately in the case of default in

aged, occur and continué fot titues days in the quiry into the accuracy of such bill, The payment or perform any not hereingly by many age you be considered to the payment or the payment of the pay on such promises insured against loss or demage by fire, a loss so insured) under policies providing for payment a loss so insured fire same or loss or demage, to Traste a policies paysible, in case of loss or demage, to Traste margings clause to be attached to each policy, and shall marging clause of insurance about to each policy, and shall and in case of insurance about to expire, shall deliver and in case of insurance about to expire, shall deliver to the bremeses and the use thereof; (f) make no may be secured by a lien or charge on to mete, and free from me premises which may cluanic's or other items att now of hereafter on the pres THE SERVED TO ON TACE I, (THE REVERSE SIDE OF THIS TRUST DEED):

TATE IS A S VER PIXED BALLOWN MORRIAGE, FIRM PAYMINT DUE IN THE VERY PAYMINT D

UNOFFICIAL COPY 2Page 3 - of 4

FIXED RATE BALLOON LOAN MORTGAGE

FINAL PAYMENT DUE IN 5 YEARS AND NEED NOT BE RENEWED

TRUST DEED RIDERS

RIDER #1

THIS LOAN WILL BE REPAID IN ACCORDANCE WITH A 25 YEAR LOAN AMORTIZATION SCHEDULE.

RIDER #2

AMENDMENT

THIS ON IS A BALLOON LOAN. FINAL PAYMENT IS DUE, PAYABLE IN FULL AT 5 YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE THE END OF OF THE LOAN AND UPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLI-GATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE RE-QUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LEGAR WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING IRCH THE SAME LENDER.

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COOK COUMTY RECORDER

A) ENDMENT

IF THE UNDERSIGNED CONVEYS, SELLS, TRANSFERS OR ASSIGNS, OR ENTERS INTO AN AGREEMENT TO CONVEY, SELL, TLANSTER OR ASSIGN ALL OR ANY PART OF SUCH REAL ESTATE, OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE HOLDER HEREOF (EXCLUDING

- THE CREATION OF A MORTGAGE ENCUMBRAGE AGAINST THE REAL ESTATE, WHICH IS SUBORDINATE TO SAID MORTGAGE
- THE GRANT OF A LEASEHOLD INTEREST OF TYREE YEARS OR LESS, NOT CONTAINING AN OPTION TO PURCHASE;
- (C) A TRANSFER BY DEVISE, OR DESCENT),

THE HOLDER HEREOF, AT HIS OPTION, MAY DECLARE ALL SUMS DUE HEREUNDER IMMEDIATELY DUE AND PAYABLE.

RIDER #4

ESCROW ACCOUNT

THE MORTGAGOR(S) SHALL PAY AND DEPOSIT WITH THE LEGAL HOLDER OF THE FIXED RATE INSTALLMENT NOTE ON A MONTHLY BASIS (1/12) ONE TWELFTH OF THE REAL ESTATE TAXES ATTRIBUTABLE TO THIS PROPERTY BASED UPON THE MOST RECENT ASCERTAINABLE REAL ESTATE TAX BILL. IN ADDITION THE MORT-GAGOR(S) SHALL PAY AND DEPOSIT (1/12) ONE TWELFTH OF ALL REQUIRED IN-SURANCE PREMIUM(S) RELATING TO THIS LOAN. ALL ESCROW ACCOUNT MONIES SHALL BE HELD BY UNION TEACHERS CREDIT UNION IN A DIVIDEND BEARING ACCOUNT FOR THE BENEFIT OF THE MORTGAGOR(S) AT A RATE OF PER ANNUM.

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FIXED RATE BALLOON LOAN MONTOAGE

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TRUST DEED KIDERS

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THIS LOAN WILL BE REPAID IN ACCORDANCE WITH A 25 YEAR LOAN AM RTIZATION SCHEDULE.

RIDER #2

AMENDMENT

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- THE UNDERSIGNED CONVEYS, SELLS, TRANSF "ALL OR ASSTONS, OR THYTOTAL AL ACREMENT TO CONVEY, SELL, TRANSFER ON ASSIGN ALL OR ANY PART OF BUCK ELL ESTATE, OR ANY INTEREST THEREIS WITHOUT THE PRIOR WRITTEN CONSENT OF THE HOLDER HEHEOF PEXCLUDING
 - THE CREATION OF A MORTGAGE THINGRANCE ACAINST THE BEAL AREA...
 WHICH IS SUBORDINATE TO (447) MARTGAGE.
 - THE CRANT OF A LEASING! INTEREST OF THREE YEARS OR LESS, NOT CONTAINING AN OPTION TO PURCHASE;
 - (C) A TRANSPER BY DEVICE, OR BESCENT).
 - THE HOLDER HEREOF, IT HIS OPTION, MAY DECLARE ALL SUMS DUG HEXELDIDED MEDIATELY DUF AND PARKER.

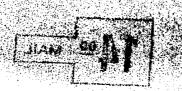
A LOUR #4

RSCROW ACCOUNT

THE MURICICOR(S) SHALL PAY AND DEPOSIT WITH THE LEGAL HOLDER OF THE TIME RATE INSTALLMENT NOTE ON A MONTHLY BASIS (1/12) ONE DELIGHT IT THE REAL ESTATE TAXES ATTRIBUTABLE TO THIS PROPERTY BASED UPON THE JOST RECENT ASCERTAINABLE RETATE TAX BILL TH ADDITION THE NORT-ACOR(S) SHALL PAY AND DEPOSIT (1/12) ONE TWELFTH OF ALL REQUIRED IN-URANCE PREMIUM(S) REMATING TO THIS LOAN. ALL ESCROW ACCOUNT MORIES HALL BE HELD BY UNION TEACHERS CREDIT UNION IN A DIVIDEND HEARING LCCOUNT FOR THE RENEWELL ON THE MORTCHOOK(S) AT A RATE OF EH AHNUM.

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RIDER #5

SECURITY FOR OTHER INDEBTEDNESS

THIS DEED OF TRUST SHALL BE SECURITY FOR ANY OTHER INDEBTEDNESS OF WHAT-EVER KIND OR CHARACTER THAY MAY BE OWING BY MORTCAGOR(S) TO UNION TEACHERS CREDIT UNION UP TO THE TIME OF FORECLOSURE OF THIS DEED OF TRUST, WHETHER THEN MATURED OR NOT.

RIDER 16

YUTURE ADVANCES

PROTECTION OF LEGAL HOLDER'S SECURITY. IF MORTGAGOR(S) FAILS TO PERFORM THE COVENANTS AND AGREEMENTS CONTAINED IN THIS MORTGAGE OR IF ANY ACTION OR PROCEEDING IS COMMENCED WHICH HATERIALLY AFFECTS LEGAL HOLDER'S INTEREST IN THE PROPERTY, INCLUDING BUT NOT LIMITED TO, EMINENT DOMAIN, INSOLVENCY, CODE ENFORCEMENT, OR ARRANGEMENTS OR PROCEEDINGS INVOLVING A HANKRUPT OR DECEDENT, THEN AT LEGAL HOLDER'S OPTION, UPON NOTICE TO MORTGAGOR(S) MAY MAKE SUCH APPEARANCES, DISBURSE SUCH SUMS AND TAKE SUCH ACTION AS IN NECESSARY TO PROTECT LEGAL HOLDER'S INTEREST, INCLUDING, BUT NOT LIMITED TO, DISBURSEMENT OF REASCHABLE ATTORNEY'S FEES AND ENTRY UPON THE PROPERTY TO MAKE LEVAIRS. IF LEGAL HOLDER REQUIRED MORTGAGE INSURANCE AS A CONDITION OF MAKING THE LOAN SECURED BY THIS MORTGAGE, MORTGAGOR(S) SHALL PAY THE PREMIUMS REQUIRED TO MAINTAIN SUCH INSURANCE IN EFFECT UNTIL SUCH TIME AS THE REQUIREMENT FOR SIGH INSURANCE TERMINATES IN ACCORDANCE WITH HURTGAGOR(S) AND LEGAL MODER'S WRITTEN ACREEMENT OR APPLICABLE LAW. MORTGAGOR(S) SHALL PAY THE AMOUND OF ALL MORTGAGE INSURANCE PREMIUMS IN THE MANNER PROVIDED HEREIN.

ANY AMOUNTS DISEURCED BY LEGAL HOLDER PURSUANT IN THIS PARAGRAPH WITH INTEREST THEREON, SHALL BECOME ADDITIONAL INDEBTEDNESS OF MORTCAGOR(S) SECURED
BY THIS MORTCAGE. UMLESS MORTCAGOR(S) AND LEGAL HOLDER AGREE TO OTHER TERMS
OF PAYMENT, SUCH AMOUNTS SHALL BE PAYABLE UPON NOTICE FROM LEGAL HOLDER TO
MORTCAGOR(S) REQUESTING PAYMENT THEREOF AND SHALL BEAR INTEREST FROM THE DATE
OF DISBURSEMENT AT THE RATE PAYABLE FROM TIME TO TIME ON OUTSTANDING PRINCIPALY
UNDER THE NOTE UNLESS PAYMENT OF INTEREST AT SUCH RATE WOULD BE CONTRARY TO
APPLICABLE LAW IN WHICH EVENT SUCH AMOUNTS SHALL BEAR INTEREST AT THE HIGHEST
BATE PERMISSIBLE UNDER APPLICABLE LAW. NOTHING CONTAINED IN THIS PARAGRAPH
SHALL REQUIRE LEGAL HOLDER TO INCIR ANY EXPENSE OR TAKE ANY ACTION HEREUNDER.

UFON REQUEST OF MORTGAGOR(S), LEGAL MOLDER AT ITS OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO MORTGAGOR(S). SUCH FUTURE ADVANCES WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE WHEN EVIDENCED BY FROMISSORY NOTES STATING THAT SAID NOTES ARE SECURED HEREBY. AT NO TIME SHALL THE ADDITIONAL SUMS OF MONEY ADVANCED EXCEED (%) ONE HALF OF THE PRINCIPAL AMOUNT SECURED BY THIS MORTGAGE.

Rider #7
AT NO TIME DURING THE ORIGINAL MORTGAGE PERIOD OF ANY SUBSEQUENT RENEWALS, THE RATE CHARGED WILL NOT EXCEED 25% APR PER ANNUM.

WITNESS the hand	and seal of Mortgagors the	6
Avelino Braceros	(SEAL)	(SEAL)
THE OF ILLINOIS	I, Ronald J. Nawrocki residing in said County, in the St THAT Avelino P. Braceros	a Notary Public in and for and tate aforesuld, DO HEREBY CERTIFY
County of Cook	4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	rson and acknowledged that he said Instrument as his free
Notarial Seal	Given under my hand and Notarial S of September 19 88 My Commission Expires November 2	Notary Public

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THIS DEED OF TRUST SHALL BE SECURITY FOR ANY OTHER INDENTADURES OF DRAY. EVER XIND ON CHAINCTER THAY MAY BE ONING BY MONTGACOR(S) TO UNION UP TO THE TIME OF FORECLOSURE OF THIS DEED OF TRUST, WHETHER ON NOT.

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AND TIME DURING THE CRICINAL MURICAGE PERIOD ON ANY SUBSECULAR MULTICLES, THE DATE THANKED WHILL NOT FIX THE ZSE APR FER ANNIA.

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77.15.)	Pracer 38	Darriowa
I. Forald J. Newrocki residing to said County, in the State aforesaid, no nearly county; THAT Aveling P. Braceron	21(6)	m ao ja Es
who is personally known to me to be the sime oution whose name is subscribed to the foregoing hartimount, appeared before me this day in person and neknowledged that he begind a blued, dealed and delivered the said increases as five and voluntary set; for the uses and purposes thereof the forth		County of
Civen under my hand and Macarisa Saul this of Saptember 19 23	1	Netarial Se
Ny Comainsion Expires Coverage: 22, 1938		