



7242 TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 18 19 88, between Heriberto Palacios

AS TRUSTEE

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 Thirty Six Thousand and no/100 (\$36,000.00)

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 and interest from July 5, 1988 on the balance of principal remaining from time to time unpaid at the rate of 12 percent per annum in instalments (including principal and interest) as follows:

Six Hundred Five and 70/100 (\$605.70) Dollars or more on the 5 day of July 19 88 and Six Hundred Five and no/100 (\$605.70) - - - - Dollars or more on the 5th 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 5th day of July, 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 15% 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 Robert Martin P.O. Box 345 Chicago, Illinois 60690

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 1 in Lombard's Subdivision of Block 50 in the Subdivision of Section 19, Township 39 North, Range 24, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1701 West 19th Street, Chicago, Illinois

P.I.N. 17-19-416-024-596

12.00

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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 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, inlaid 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.

Heriberto Palacios (SEAL) Heriberto Palacios (SEAL)

STATE OF ILLINOIS, I, Scott Nathanson a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook HERIBERTO PALACIOS

Notary Public Scott Nathanson My Commission Expires Jan 3, 1991 Notary Seal this 26 day of MAY 19 88

Notarial Seal

1629 W 11th St  
Chicago, Ill 60610

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

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

Chicago Title and Trust Company  
224218  
Assistant Secretary  
Chicago Title and Trust Company

1. Mortgages shall be promptly repaired, repaired or rebuilt any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 in Trustee or to holder of the note; (d) comply with a reasonable written or building now or at any time in process of erection upon said premises; (e) comply with all laws and ordinances of law or municipal ordinance 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.

2. Mortgages shall pay before any general taxes, special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note service receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured, and the lender shall have the right to require that the insurance be maintained in full until the loan is paid in full. The insurance shall be maintained in full until the loan is paid in full. The insurance shall be maintained in full until the loan is paid in full. The insurance shall be maintained in full until the loan is paid in full.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim in whole or in part from any tax rate or certificate affecting said premises or contain 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 holder of the note to protect the mortgagee's premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 rate set forth in the note securing this trust deed. If any, otherwise the premisses shall be deemed to be so much additional indebtedness secured hereby and shall become a part of the note secured by this trust deed. If any, otherwise the premisses shall be deemed to be so much additional indebtedness secured hereby and shall become a part of the note secured by this trust deed.

5. The Trustee or the holder of the note hereby secured making any payment or performing any act hereunder in whole or in part, shall be deemed to be acting as agent for the holder of the note and shall be bound by the terms of the note and the provisions hereof, and shall be deemed to be acting as agent for the holder of the note and shall be bound by the terms of the note and the provisions hereof.

6. Mortgages shall pay each of the taxes, assessments, rates, levies, taxes, interest, penalties, fines and costs hereunder, when due according to the terms hereof, and shall be deemed to be acting as agent for the holder of the note and shall be bound by the terms of the note and the provisions hereof.

7. When the indebtedness secured hereby shall become due and payable, the holder of the note or Trustee shall have the right to foreclose the lien hereof, in any and all ways, and shall be deemed to be acting as agent for the holder of the note and shall be bound by the terms of the note and the provisions 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 costs and expenses incident to the foreclosure process, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a lien in priority to the lien hereof; third, all principal and interest hereof, as their rights may appear; fourth, any overplus, 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 the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after said foreclosure, and without regard to the value of the premises or insolvency of Mortgages at the time of application for such receiver and without regard to the value of the premises or insolvency of Mortgages at the time of application for 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, 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, and the Trustee hereunder may be appointed as such receiver.

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 enforcing same in an action at law upon the note hereby secured.

11. Trustee or the 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, 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 expressly obtained 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 hereunder.

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 hereof, and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing the note, and all indebtedness secured by such note, which representation Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as the genuine note herein described with the description herein contained of the note and which purports to be placed hereon 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, it may accept as the genuine note herein described with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the reasons are stated herein in substance as to why the note and which purports to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the reasons are stated herein in substance as to why the note and which purports to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described with the description herein contained of the note and which purports to be executed by the person herein designated as the maker 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 the premises are situated or filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated, in which the 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 the premises are situated shall be deemed to be Trustee, and shall have the same 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 liable for the payment of the note or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note or through Mortgages.

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 this instrument shall be construed to mean "notes" when more than one note is used.

17. 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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