

# 89-96

243.360

# UNOFFICIAL COPY



## TRUST DEED

89282601

729337

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 2 19 89, between RAUL SANCHEZ and MARIA ISABEL SANCHEZ, 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 FIFTY THOUSAND AND NO/100 (\$50,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER Dollars, 89282601

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from above date on the balance of principal remaining from time to time unpaid at the rate of Ten (10) percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND SIXTY-TWO AND 36/100 (\$1,062.36) Dollars or more on the 1st day of July 19 89, and ONE THOUSAND SIXTY-TWO AND 36/100 (\$1,062.36) Dollars or more on the 1st 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 1st day of June, 1994. 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 Ten (10) 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 JONAS LUKOSEVICIUS, a/k/a JONAS LUKAS 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, 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:

The North 22 feet of Lot 16 and the South 14 feet of Lot 17 in Block 2 in Hall's Subdivision of the North 9 Acres of the South 14 Acres of the North 28 Acres of the South 3/4 of the East 1/2 of the North East 1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4061 South Campbell, Chicago, Illinois

P.I.N. 19-01-214-050

COOK COUNTY RECORDER #5559 # D \* - 89 - 262601 TRAN 0415 06/21/89 10:56:00 \$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. SUBJECT TO ATTACHED RIDER.

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

Raul Sanchez (SEAL) Maria Isabel Sanchez (SEAL) MARIA ISABEL SANCHEZ (SEAL)

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of COOK THAT RAUL SANCHEZ and MARIA ISABEL SANCHEZ, 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.

OFFICIAL SEAL DAVID G. BEHLING NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JULY 13, 1992

Given under my hand and Notarial Seal this 2nd day of June 19 89.

David Behling Notary Public

89282601

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PLACE IN RECORDER'S OFFICE BOX NUMBER

This instrument was prepared by:

Richard B. Kash

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

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

1. Mortgage 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 good condition and repair, without waste, and free from mechanical or other liens become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens on or claims for them not expressly subordinated to the lien hereof; (c) upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use hereof; (f) make no material alterations in said premises except as required by law or municipal ordinance, 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 duplicate records thereof. Mortgagee may desire to contest or assessments which Mortgagee may desire to contest.

2. Mortgagee shall pay before any partial or 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 duplicate records thereof. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and good condition and repair, without waste, and free from mechanical or other liens on or claims for them not expressly subordinated to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use hereof; (f) make no material alterations in said premises except as required by law or municipal ordinance, 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 duplicate records thereof. Mortgagee may desire to contest or assessments which Mortgagee may desire to contest.

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 of Mortgagee 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 purchases, discharges, commissions or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All monies 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 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 post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth in the note shall remain in full force and effect. Inflation 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 Mortgagee.

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, rate, forfeiture, lien or claim thereon.

6. Mortgagee shall pay such lien 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment of principal or interest on the note, or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the performance of any of the obligations of the Mortgagee herein contained.

7. When the indebtedness hereon 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 and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisal's fees, surveys for documentaries and expert evidence, recognition charges, publication costs and exams (which may be estimated as to limits to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, abstract certificates, and similar data and assurances with respect to the note may be had pursuant to such decree the condition of the title to or the value of the premises secured hereby, with interest thereon at a rate equivalent to the post maturity rate set forth in the note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, 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) proceedings for the commencement of any suit for the foreclosing of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any foreclosure suit pending which might affect the premises or the security hereof, whether or not actually commenced.

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 Mortgagee, 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 hereon, the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made either before or after suit, without notice, without regard to the solvency or insolvency of said Mortgagee at the time of application for such receiver and without regard to the value of the premises or the value of 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 time when Mortgagee, except for the full intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The receiver from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) the deficiency in case of a sale and an indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, assessment, or other lien which may be or become a lien hereon or of such decree, provided such application is made prior to foreclosure suit; (b) the deficiency in case of a sale and deficiency; (c) 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 in the event of an action in 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 of the identity, capacity, or authority of the signatories on the note or trust deed, not shall Trustee be obligated to record this trust deed or to exercise any power herein given under any circumstances 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 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, produce and exhibit to Trustee the note, representing the same, as indicated hereby, secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, thereon by a prior trustee hereunder or which conforms with the description herein contained of the note, and which purports to be placed in the hands of the person designated as the maker hereof, and where the release is requested of the original maker, and it has never 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 person herein designated as maker hereof, may be requested in writing by the Recorder or Registrar of Titles 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 shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee 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 "note" when more than one note is used.

15. 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 Trustees 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):

10928268

*Frank J. Sanchez*  
*Maria Isabel Sanchez*

720337

5. If all or any part of the property, beneficial interest, or any interest therein is sold, assigned, transferred by mortgagors without Bearer's prior written consent, at Bearer's option, declare all the sums secured by this mortgage to be immediately due and payable. Bearer shall have waived such option to accelerate it, prior to the sale, transfer or assignment, Bearer and the person to whom the property is to be sold, transferred or assigned reach agreement in writing that the credit of such person is satisfactory to Bearer and that the interest payable on the sums secured by this mortgage and Note shall be at such rate as Bearer shall request.

4. That mortgagors shall have a so-called "grace period" of ten (10) days with regard to any installment due under the Note, and/or mortgage, and shall be granted 30 days from date of notice within which to cure any default, other than the payment of monies due, or to commence to cure any default which its nature cannot be cured within 30 days.

3. That, in addition to the monthly installments of principal and interest due under the Note, mortgagors shall also make monthly deposits of one-twelfth (1/12) of annual general real estate taxes levied and assessed against the real estate, payable simultaneously with each installment of principal and interest.

And mortgagors hereby irrevocably appoint the said Bearer, his agent for the management of said property, and they may let and enter said premises or any part thereof according to their own discretion, and they may or defend any suits in connection with said premises in their own name or in mortgagor's name, as they consider expedient; and they may do anything in and about said premises that mortgagor might do, hereby ratifying and confirming anything and everything that Bearer's attorney may do.

2. In order to further secure said indebtedness, and as a part of the consideration of said transaction, mortgagors hereby sell, assign, transfer, let, demise and set over unto the said Bearer the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have heretofore or may be hereafter made or agreed to, or which may be made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avals thereunder onto the assignee herein.

1. The reference to Bearer in this Rider shall pertain to holder and Bearer of the installment Note.

Notwithstanding anything to the contrary in the above referred to Trust Deed the provisions of this Rider shall prevail.

THIS RIDER is attached to Trust Deed and accompanying Installment Note between RAUL SANCHEZ and MARIA ISABEL SANCHEZ, his wife, as mortgagors, and CHICAGO TITLE AND TRUST COMPANY as Trustee dated June 2, 1989, for the principal amount of \$50,000.00 as follows:

R I D E R

8928268

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Property of Cook County Clerk's Office