SINAHASIH BY

UNOFFICIAL COPYS 3

TRUST DEED

90509038

90509038

THE ABOVE SPACE FOR RECORDERS USE ONLY

1990 , between Doris Nofal, married to October 9th THIS INDENTURE, made Enad Nofal and Felino Vargas, married to Ada Vargas -

herein referred to as "Mortgagors," and

METROPOLITAN BANK AND TRUST COMPANY

an Illinois ban	king corporation	doing business	in Chicago,	Illinois her	in referred	to as TRU	JSTEE, witn	iesseth:	
THAT, WHEI	REAS the Mortg	agors are justly	indebted to	the legal ho	lder or hold	ers of the	Instalment	Note hereir	n
after described.	, said legal hold	er or holders b	eing herein	referred to as	Holders of	the Note,	, in the prin	cipal sum c	٦Í
	thousand and						llars (\$ 63,		
							4.1 .1	, ,	

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of MF. R DPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from date of disbursement

per cent per annum in instalments of principal and interest as follows:

Dollars (\$ 798.00 Seven hundred ninety eight and 00/100ths -----1990 and a like amount of money ay of November on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interes, it not sooner paid, shall be due on the 15th day of 0ct and the principal of each instalment unless paid when due shall bear interest at the rate of 17% day of October per annum, and all of said principal aid 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 METROPOLITAN BANK (NL) TRUST COMPANY in said City,

NOW, THEREFORE, the Mortgagors to secure the paymen' 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 'ar covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, ar receipt whereof is hereby acknowledged, do by these presents CONVEY and WAR-RANT unto the Trustee, its successors and assigns, the following are cribed Real Estate and all of their estate, right, title and interest therein, situate,

lying and being in the to wit:

City of Chicago

CO'NT! OF

Lot 9 in Block 6 in Subdivision of Blocks 7, 8 9, 10 and 11 in Subdivision of the West 1/2 of the Northwest 1/4 in Section 2, To aship 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Filmois. Commonly known as:
2807 W Grand Ave PIN: 16-02-128-006 DEPT-01 RECORDING PIN: 16-02-128-006 3807 W. Grand Ave.

T#5555 TRAN 7702 10/17/90 15:09 00

#3702 # E *-90-509038 COOK COUNTY RECORDER

This is not homestead property.

The provisions of which Note, Including the Dife on Sala Clause

are hereby incorporated herein and made part of by reference,

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 blir riv, 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 print with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, all conditioning, water, light, power, refrigergation (whether single units or centrally controlled, and ventilation, including (without restricting the origing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing rie 2-clared 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 percenter 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 unit has been 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. which, with the property hereinafter described, is referred to herein as the "premises,"

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.(SEAL) Felino Vargas Doris Nofal

STATE OF ILLINOIS

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same person whose name subst	eribed to the foregoing
instrument, appeared before me this day in person and acknowledge that	signed, sealed and
For the said Instrument as free and voluntary act, for the use set to the including the release and waiver of the right of homestead.	es and purposes therein
MY COM PUBL Filven Linder Find mand and Notarial Seal this ony of One	A.D. 19_9C
MOTARY PUBLISHED Including the release and waiver of the right of homestead. MY COMMISSION STATE OF UM EXPIRES 10/1/96 \$	
10/7/90 }	Notary Public.

Form 87-072 BANKURAFY

(THE REVERSE SIDE OF THIS TRUST DEED): THE COVENANTS, CONDITIONS AND PROVISIONS

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed: (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof: (3) 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 to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of crection upon said premises; (5) comply with air exquirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said, premises except as required by law or municipal ordinance.

except as required by law or municipal ordinance.

2. Mortgagors 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, light-ning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay unit the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance playable, in case of box or damage, to Trustee for the benefit of 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 of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 other prior lien or tills or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys, fees, and any other moneys advanced by. Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein 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 the rate of per cent) per cent per annum. Inaction 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 Mortwagors. holders of to Martgagors.

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 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, forfeiture, tax lien or title or claim, thereof.

6. Mortgagors shall pay each liem of indebtedness herein mentioned, both principal and interest, when due according to the terms bareof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this trust deed shall, notwithstanding allything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making principal indepted in the interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

2. When the indebte ness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall.

days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebte mean hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose in lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebteness in the decree for so eal 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 e's appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, guarantee (oi) lies. Torrens certificates, and similar data and assurtances with respect to title as Trustee or holders of the note may deem to be reasonably received the representation of the structure of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much a following the condition of the structure of the premises. All expenditures and expenses of the nature in this paragraph of the cent per cent per annum, he paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, to which either of them shall be a party, either as plaintiff, claimant or defandant, by reason of this trust deed or any indebtedness hereby seafred; or (b) preparations for the corrections of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced of any threatened suit or proceeding.

8. The proceeds of any foreclosure sale of the tremises shall be distributed and applied in the following order of priority: First, on account of all.

8. The proceeds of any foreclosure sale of the remises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure plocy of ags, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute accured indebtedness additional to that evidenced by the note, with interest thereon as herein-provided; third, all principal and interest remaining unpells on the hote; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill 1 for close this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either befor or after sale, without notice, without regard to the solvency or insolvency of Morigagors at the time of application for such receiver and without renar to the time of application for such receiver and without renar to the them ease of the premises or whether the same shall be then occupied. as an 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 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 times when Morigagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other or e a which may be necessary or are usual in such cases for the protection, control, management and operation of the premises during to whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the lite nor of the intervent of the lite or of shall be superior to the liten hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale at deficiency.

10. No action for the enforcement of the liten or of any provision he reof shall be subject to any defense which would not be good and available to the party interposing 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 he premises at all reasonable times and access thereto shall be permitted for that purpose.

for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 ontissions hereunder, except in case of its own gross negligence or misconduct or that of the agents of real property of Trustee, and it may require indemnities satisfactory except in the force exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrumer, 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 to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, presenting that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine-note herein described any note which bears a certificate of identificate of a successor trustee; such successor trustees well successor trustees with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the note and which purports to be executed as certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein law cheed any note which may be presented on any instrument identifying same as the note described herein, it may accept as the genuine note herein law cheed any note which may be presented on any instrument in writing filed in the office of the note and which purports to be executed by the persons herein described herein contained of the note and which purports to be executed by the persons herein designated as

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registra. of 7/1/2 in which this instrument shall have be recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Leeds of the county in which the premi are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title Towers and authority as are herein given the state of the county in which the premi residue of the county in which the premi residue of the county in which the premi residue of the county in which the residue of the county in which the residue of the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the premi recorded or filed in the county in which the county in which the county in th

Trustee, and any Trustee or successor in Trust. Any Successor in Trust hereunder shall have the Identical title __wers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performs a hereunder.

15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons in all persons claiming under or of the indebtedness or any part thereof, whether or not such persons shall have executed the note _ this trust deed, at their sole option, reserve the right to extend, hodily or renew the note secured hereby at any time and from time. This trust deed shall secure any and all renewals or extension of it is whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon ind in such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priorit, of, his trust deed and all secured. In the event of any extensions, mid extions or renewals or extension agreements shall not be necessary and need note be field.

17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other in etc. Idness of Mortgagors will not, without the prior written consent of the holders of the nature thereof, shall have beer past in full, Mortgagors entity existing liens and light of redemption from sale under the sole of the note, or it is many manner dispose of said real estate.

The trustee hereby waives any and all right of redemption from sale under the second of inectosers of this trust Deed on its own behalf into order of decree of inectosers of this frust Deed on its own behalf into order of decree of inectosers of this frust Deed on its own behalf into order of decree of inectosers of this frust Deed on its own behalf into order of decree of inectosers

my order or decree of inreciosure of this Trust Deed on its own behalf and on behalf of each and every person except decree or judgment creditors of the trustee acquiring any interest in or title to the premises subsequent to the sets of this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

METROPOLITAN BANK AND TRUST COMPANY, as Trust

Assistant Secretary Assistant Vice President Assistant Trust Officer With

			Ł
D E	NAME	Metropolitan Bank	
L	STREET	2201 W. Cermak Rd. Chicago, Il. 60608	
V E R	CITY		•
		OB	

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

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER