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GEORGE E. COLE
LEGAL FORMSTRUST DEED (ILLINOIS)
For Use With Note Form 1448
(Monthly Payments Including Interest)FORM NO. 205
February, 1985CAUTION: Consult a lawyer before using or acting upon this form. Neither the author nor the editor of this form
makes any warranty concerning the correctness, completeness or accuracy of contents for a particular purpose.

1985 FORM 205 1956

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THIS INDENTURE made December 31 1985
 between Emigdio Ruiz AKA Jose E. Ruiz and Guadalupe
Ruiz, his wife, and Rene Ruiz, as joint tenants
200 East Country Club Drive, Northlake, Illinois
P.O. BOX 510000 STATE
 herein referred to as "Mortgagors," and
Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, Illinois
P.O. BOX 510000 STATE

herein referred to as "Lender," witnesseth: That whereas Mortgagors are ready and willing to sell to the lessee holder of a financial promissory note, termed "Indemnity Note," of even date herewith, executed by Mortgagors, made payable to Lender and delivered, in and by which note Mortgagors promise to pay the principal sum of One Hundred Five and 00/100 Dollars, and interest thereon from January 1, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12 1/2 percent per annum, such principal and interest to be payable in installments as follows: One Hundred Five and 00/100 Dollars on the 1st day of March 1986 and One Hundred Five and 00/100 Dollars on the 1st day of each and every 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 February 1992; all such payments to be made at the place where evidence of said note to be paid, to be accrued and unpaid interest on the unpaid principal balance and the remainder so paid plus the portion of each actual and minimum non-compensating premium, so the excess not paid when due, to bear interest after the date for payment thereof, of the rate of 12 1/2 percent per annum, and all such payments being made payable at Commercial National Bank, 4800 N. Western, Chicago, IL or at such other place as the lessor holder of the note may, from time to time, designate, which note further provides that at the election of the lessor holder of the note or holder of the note, the principal sum remaining unpaid thereon, together with all accrued interest thereon, shall become due and payable at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any term or agreement contained in this Indenture in which event election may be made at any time after the expiration of said three days, without notice, and that no parties thereto generally waive presentation of payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the sum of One Hundred Five and 00/100 Dollars and interest in accordance with the terms, conditions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, the Mortgagors do hereby agree, and do so in consideration of the sum of One Dollar in hand paid, to the lessor aforesaid as before acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, or to his successors and assigns, the following described Real Estate and all other 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 Block 17, Midland Development Company's Northlace Village Unit #3, a Subdivision of part of the South 1/4 of Section 32, Township 47 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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

Permanent Real Estate Index Number is: 12-32-318-010

Accessories of Real Estate: 200 East Country Club Drive, Northlake, Illinois

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging and all taxes, issues and profits therefrom and the value of all fixtures and fittings which may be affixed thereto, which rents, issues and profits are subject to garnishment, attachment, and sale, and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereunto attached, or in any way connected therewith, including, but not limited to, heat, light, water, gas, power, telegraph and telephone lines, whether single units or centrally controlled, and ventilation, including, but not limited to, the following, screens, window shades, curtains, storm doors and windows, glass, hardware, shade rods, shades and water heaters. All of the foregoing are fixtures and appurtenances to a part of the mortgaged premises whether or not attached thereto or not, and are personalty of all buildings and structures and all fixtures and appurtenances, equipment and articles of furniture placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, or to his successors and assigns, forever, to him, his heirs, executors, administrators, and assigns, and upon the uses and tenures herein mentioned, free from all debts and demands, under and by virtue of the seal attached hereto, and the date of this instrument, which date and day and year above written.

The name of a second owner is: wife and Rene Ruiz, as joint tenants

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 hereby are made a part hereof the same as though they were here set forth in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seal of Mortgagors the day and year first above written

PLEASE
PRINT OR
TYPE NAME
IN BLOCK LETTERS
AND SIGNATURE

Emigdio Ruiz (Seal)
Emigdio Ruiz AKA
Guadalupe Ruiz (Seal)
Guadalupe Ruiz

Jose E. Ruiz (Seal)
Jose E. Ruiz

Rene Ruiz (Seal)
Rene Ruiz

State of Illinois, County of Cook

I, the undersigned, a Notary Public in the State of Illinois, do hereby certify that Emigdio Ruiz AKA Jose E. Ruiz and Guadalupe Ruiz, and Rene Ruiz, as joint tenants personally known to me as to be the same persons as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and do hereby attest that the foregoing instrument is a true, legal, valid and unimpaired instrument, executed free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

My Commission Expires 12/27/1985 Notary Public
NORMAN R. SAENGER
Rotary Public, State of Illinois
My Commission Expires 12/27/1985 Notary Public

Conveyed on 12/27/1985 and witnessed this 31st day of December 1985

This instrument was prepared by Norman P. Saenger 1918 Main Street, Melrose Park, IL 60160 Notary Public
and this instrument is held by Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, Illinois 60625

OR RECORDED ON 12/27/1985 AT PAGE 333

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

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 the original or 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss 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, 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.

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 or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure 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 reasonable 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 without interest thereon at the rate of nine per cent per annum. Action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the same on account of any default hereunder on the part of Mortgagors.

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 received 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 thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after the date of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar documents and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to execute to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) or (b) above, and in precechase, include but not limited to 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 (c) preparations for the commencement of any suit or the service of notice hereon after accrual of such title to sue out whether or not actually commenced, or (d) preparations for the defense of any threatened suit in progress or 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 procedures, including all such items as are mentioned in the preceding paragraph hereto; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest accrued as herein provided; third, all principal and interest remaining unpaid, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver de custode. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors, at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 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: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof 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 the premises at all reasonable times and places thereon shall be permitted 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 even 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 he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof 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 to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to 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 of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Commercial National Bank of Chgo. shall be next Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any trustee or successor shall be entitled to reasonable compensation for all acts performed 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 and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, 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, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

deposited hereunder under Identification No. 553479

Rollin P. Person
Trustee

Rollin P. Person Asst. Vice President