



TRUST DEED

SECOND MORTGAGE

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made FEBRUARY 14, 1990, between MAXIMO CUETO and MARIA G. CUETO, 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

THREE THOUSAND (\$3,000.00) AND 00/100 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 FEBRUARY 14, 1990 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED THIRTY EIGHT AND 44/100 (\$138.44) Dollars or more on the 14th day of MARCH 1990 and ONE HUNDRED THIRTY EIGHT AND 44/100 (\$138.44) Dollars or more on the 14th 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 14th day of FEBRUARY, 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 11% 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 JAVIER & MARGUERITA ORTEGA 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:

LOT 51 (EXCEPT THE SOUTH 37 FEET THEREOF CONVEYED TO THE METROPOLITAN WEST SIDE RAILROAD COMPANY) IN BLOCK 5 IN LEV. P. MORTON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2825 W. CULLERTON, CHICAGO, IL 60623

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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, 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.

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

MAXIMO CUETO [SEAL] MARIA G. CUETO [SEAL]

STATE OF ILLINOIS, I, CHERYL L. FORBES a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MAXIMO CUETO & MARIA G. CUETO, his wife

who are personally known to me to be the same persons whose names 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.

Given under my hand and Notarial Seal this 14th day of FEBRUARY 1990

Cheryl L. Forbes Notary Public

Notarial Seal

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ONE N. LA SALLE - 1320 CHICAGO, ILL 60602

MAIL TO: BENJAMIN E. BELLER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE PRESENTED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY, Identification No. 762192

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed...
2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...
4. In case of default hereunder, Trustee of the note may, but need not, make any payment or perform any act hereunder...
5. The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so...
6. Mortgages shall pay each item of indebtedness hereunder, both principal and interest, when due according to the terms hereof...
7. When the indebtedness hereby secured shall become due the Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a 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 holding 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 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...
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 delivered to Trustee...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...
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...
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 the release deed is issued...
17. The provisions of the 'Trust And Trustee Act' of the State of Illinois shall be applicable to this trust deed.

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