

Instrument, made January 18, 1990 between LaSalle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in our name as trustee, for the sum of \$141,000.00, dated December 11, 1989 and known as instrument No. 114540 AND KATHLEEN A. DIAZ AND DAIA A. ORTIZ

an Illinois corporation herein referred to as trustee, witnesseth
that, whereas First Party has concurrently herewith executed an instalment note bearing even date herewith in the principal sum of

\$17.00

One Hundred Forty One Thousand and no/100ths - (\$141,000.00) ----- Dollars
made payable to bearer
which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and

interest on the balance of principal remaining from time to time unpaid at the rate of 10.50 cent per annum in **Monthly** installments

as follows: **One Thousand Four Hundred Seven and 72/100ths -- (\$1,407.72) ----- Dollars**
on the 15 day of **March** 19 90 and **One Thousand Four Hundred Seven and 72/100ths** thereafter until said note is fully paid except that the final payment of principal and
on the 15 day of each **and every month** interest, if not sooner paid, shall be due on the 15 day of **February** 19 95

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 highest lawful rate 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

LaSalle Bank Lake View, 3201 N. Ashland 60657

New, therefore, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

Cook

And State of Illinois, to wit:

County of

Street Address

See Exhibit 'A' attached hereto for legal description

Permanent Index Number

DUK COUNTY, ILLINOIS
FILE FOR RECORD

72-36-467 100-52-5 PM 3-12

90059676

R-

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

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 therefrom for so long and during all such times as First Party, its successors or assigns 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, whether single units or centrally controlled, to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are described in the part of said real estate, whether or not attached thereto, or not, and it is agreed that all similar operative, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

To have and to hold the premises unto said Trustee, its successors and assigns, forever, to the purposes, and upon the uses and trusts herein set forth.

It is further understood and agreed that:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 less than one year or otherwise subordinate 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 erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any tax attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby 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 to deliver all policies, including addition and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration. If the Trustee or the holders of the note may, but need not, make any payment or perform any act herein before set forth in any form and manner deemed expedient, and may, but need not, make a full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any taxation or other prior lien or title or claim the sol 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 attorney's 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 hereinafter 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 highest lawful rate of interest. 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 of the provisions of this paragraph.

2. 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. 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 expenses 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, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, title certificates, and similar data 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 evidence 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. 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 highest lawful rate of interest, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether 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 times when First Party, its successors or assigns, 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.

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY

LA SALLE BANK LAKE VIEW
3201 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

*Return to:
KATHLEEN THORNTON*

THIS DOCUMENT IS BEING MAILED TO INCLUDE THE
NOTARY AND TO AMEND NAME OF GRANTEE

*12 50

Box 146

90059676
90325503

UNOFFICIAL COPY

Box No. _____

LISCANS NATIONAL BANK

as Trustee

Trust Deed

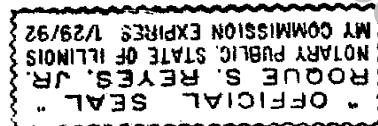
REC'D - 8 AM 3 57
MAY COMMISSION EXPIRES 1/29/92
COOK COUNTY ILLINOIS

90325503

The Above Document is for Recordation Use Only
LISCANS NATIONAL BANK
135 South LaSalle Street
Chicago IL 60603

90325503

BEFORE ME, a Notary Public in and for the County of Cook,
in the State of Illinois, personally appeared Rafeal A. Ortiz,
and Diana Ortiz, and they acknowledged that they signed and
delivered the said instrument as their free and voluntary acts
and deeds for the uses and purposes herein set forth.
WITNESS MY HAND AND NOTARIAL SEAL this 29th day of June,
1990.



Rogue S. Reyes Jr.
Notary Public
My Commission Expiration 1/29/92

STATE OF ILLINOIS) S. S.
COUNTY OF COOK)

UNOFFICIAL COPY

30325503

90059676

P.I. # 16-02-207-027-0000
(Commonly known as 1524 N. Kedzie Ave., Chicago, IL 60651)
Parcel 1; Lot 1 in Peterce's Humboldt Park addition to
bearing a subdivision of the East 1/2 of the North East 1/4 of the
North East 1/4 and the North West 1/4 of the North East 1/4 of the
North East 1/4 of Section 2, Township 39 North, Range 13 East
of the North East Basit 1/4 of Section 2, Township 39 North, Range 13 East
of the third principal meridian, in Cook County, Illinois.
P.I. # 16-02-207-027-0000
(Commonly known as 1526 W. Belmont and Elston Avenue addition to Chicago
Parcel 2; Lot 3 in Belmont and Elston Avenue addition to Chicago
a subdivision in the South 1/2 Section 24, Township 40 North,
Range 13 East of the third principal meridian, in Cook County, Illinois.

P.I. # 13-24-405-022-0000

EXHIBIT "A"

Legal descriptions

3 0 0 : 3 0 6

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DOS/TTR

Mortgagor hereby waives any and all rights of homestead exemption in the Real "Pfirsich Party" shall also mean "Mortgagor".
estate.

The word "Mortgagee" shall mean "trustee" when applicable.
where the term "Mortgagee" has been used in the above paragraph, it shall be
constructed to mean the holder of the Note.

Without the prior written consent of the real estate in trust #114540
fer of the beneficial interest or conveyance of the real estate in trust #114540
the Beneficiary of the First Party shall not permit assignment, pledge or trans-
mortgaged premises or any part thereof or any interest in the event of the sale
and all rights of marshalling in the event of the foreclosure of the
rights (e.g., as under Section 15-1602 of the laws, now or hereafter in force,
all appraisement, valuation, sale or extenstion laws, and any remannder of the
subsidence to the date in or prior to the mortgaged premises
THE TRUST ESTATE) COURTS IN THE TRUST IN THIS REPRESENTATIVE CAPACITY AND OF
(EXCEPT JUDGMENT CREDITORS OF THE TRUST IN THIS REPRESENTATIVE CAPACITY AND OF
ALL PERSONS BENEFICIALLY INTERESTED, EXCET, AND EACH AND EVERY PERSON
MORTGAGE FORCLOSURE LAW), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE
FORCLOSURE OF THIS MORTGAGE, AND ANY REMISSION RIGHTS GRANTED BY THE "ILLINOIS
MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REMISSION UNDER ANY JUDGMENT OF
RECORDED therein to the address of the mortgagor, but if no such address be so
the last known address of the mortgagor and of the mortgagor's successors in
mailing therefrom by registered or certified mail, postage prepaid, addressed to
such accelerated loan. Such notice prior to the mortgagor's
successors in title not less than thirty (30) days prior to the effective date
of such acceleration, it shall give immediate notice to the mortgagor and to
sums secured hereby immediately and payable in accordance with this provi-
sion, it never the mortgagor shall elect to declare all
complaint in of the foregoing. Whenever the mortgagor shall elect to declare all
zation, or government of political subdivision thereof, or any one or more of
ship, an association, a joint stock company, a trust, any unincorporated organi-
this provision, the word "person" means an individual, a corporation, a partner-
tions made by the mortgagor and other than the mortgagor shall note be
payments made by any person or persons other than the mortgagor without
the several years separately. Acceptance by the mortgagor of any mortgagor
in any form, whether a sale may be made of the premises en masse without offering
and said mortgagor may immediately proceed to foreclose this mortgage,
sums secured hereby immediately due and payable toward the payment of
priorities of said loan or any right of the mortgagor hereby created or the
empowered at its option and without affecting the lien hereby created or the
by this mortgagor, then in any such event the mortgagor is hereby authorized and
of law upon default of any individual excepting this mortgagor and the holder
other than mortgagor, except when such vesting results from devise or operation
property described in this mortgage to become vested in any person other than
the mortgagor or shall suffer or permit mortgagor, a equity of redempiton in the
In the event mortgagor shall convey title to any person or persons other than
Note will pay no interest for any monies deposited in said escrow account.
Interest paid by the holder of the trustee or the holder of the
ascertainingable imposable tax bill monthly from year to year on a
one-twelfth (1/12th) of the estimated improved real estate tax bill of the last
interest payment, the mortgagors agree to deposit in an escrow account
it is understood that in addition to the above mentioned monthly principal and
THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED
JANUARY 18, 1990 EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER
AGREEMENT DATED DECEMBER 11, 1989 AND KNOWN AS TRUST #114540 AND RAFFLE A. ORTIZ
AND DIANA ORTIZ FOR \$141,000.00.

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