



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made October 4 1991 between Martin Hernandez and Debbie Hernandez, his wife

19 91 between Martin Hernandez and Debbie Hernandez, his wife

herein referred to as "Mortgagors" and EDISON CREDIT UNION an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseseth

THAT WHEREAS the Mortgagors are jointly 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

Twenty thousand six hundred nine and 12/xx (\$20,609.12) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF RIAIR, EDISON CREDIT UNION

and delivered and by which said Note the Mortgagors promise to pay the said principal sum and interest from even date on the balance of principal remaining from time to time unpaid at the rate of 9.5 percent per annum in arrearments (including principal and interest) as follows:

of November 1991 and 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 October, 1996 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 installment unless paid when due shall bear interest at the rate of 9.5 percent per annum and all such principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holder of the note may from time to time, in writing appoint and in absence of such appointment then at the office of EDISON CREDIT UNION in said City

NOW THE FORE the Mortgagors have agreed to pay to the trustee of the said principal sum of money and said interest in accordance with the terms of the note and hereinafter set forth and to observe and perform the covenants and agreements herein contained by the Mortgagors and to pay to the trustee of the said principal sum of money and said interest in accordance with the terms of the note and hereinafter set forth and to observe and perform the covenants and agreements herein contained by the Mortgagors and to pay to the trustee of the said principal sum of money and said interest in accordance with the terms of the note and hereinafter set forth and to observe and perform the covenants and agreements herein contained by the Mortgagors

Lot 10 in Block 34 in Circuit Court Partition of the South East 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian (except Land belonging to South Chicago Railroad Company) in Cook County, Illinois.

PIN: 21-31-427-027

Address: 8626 S. Baltimore, Chicago, IL 60617

which with the property hereinafter described is referred to as the premises... TO HAVE AND TO HOLD the premises unto the said Trustee and his heirs and assigns forever for the purposes herein set forth and to observe and perform the covenants and agreements herein contained by the Mortgagors and to pay to the trustee of the said principal sum of money and said interest in accordance with the terms of the note and hereinafter set forth and to observe and perform the covenants and agreements herein contained by the Mortgagors

The 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 last above written. Martin Hernandez, Debbie Hernandez

STATE OF ILLINOIS, County of Cook, Notary Public in and for said County, in and for said State, JOEL GOLDMAN, DO HEREBY CERTIFY THAT Martin Hernandez and Debbie Hernandez, his wife

who are commonly known to me to be the same person whose name are subscribed to the foregoing instrument appeared before me this 4th day of October 1991 and acknowledged that they executed, signed, sealed and delivered the said Instrument as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and Notary Seal of this 4th day of October 1991. Notary Public

THE COVENANTS, CONDITIONS, AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (c) 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, (d) complete within a reasonable time any building or buildings 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 thereof; (f) make no material alterations in said premises 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.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 herebefore 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 title or claim thereon, 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 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth therein. 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 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 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 thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors 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 installment of principal or 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.

7. 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. If 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 attorney's 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 entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens 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 in each case due and payable, 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 pre-maturity rate set forth therein, 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) preparations for the commencement of any suit for the foreclosure hereof or for a renewal of such right to foreclose 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.

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 proceeding, 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 surplus to Mortgagors, then heirs, legal representatives or assigns, as their rights may appear.

9. 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 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 homestead or not and the Trustee hereunder may be appointed 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 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

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 interposing same in an action of 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 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, 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 omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require innocencies satisfactory to it 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 a third party at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the 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 an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance 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 original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the 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 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 or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

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 liable for the payment of the indebtedness 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 "notes" when more than one note is used.

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. 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.

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IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE AGENT AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 4828
EDISON CREDIT UNION,
By: [Signature] Trustee
Assistant Secretary Assistant Vice President

PREPARED BY:
JOEL GOLDMAN
ATTORNEY AT LAW
TWO CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

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

MAIL TO: PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY


RIDER ATTACHED TO TRUST DEED AND DISCLOSURE STATEMENT AND AGREEMENT ("NOTE") AND MADE A PART HEREOF TO THAT CERTAIN TRUST DEED AND NOTE BOTH DATED October 4, 1991 WHEREIN EDISON CREDIT UNION, IS THE TRUSTEE ("MORTGAGEE"), AND Martin Hernandez and Debbie Hernandez ARE THE GRANTORS/BORROWERS ("MORTGAGORS")

1. Notwithstanding anything to the contrary contained herein, the Grantor/Borrower ("Mortgagor") does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged premises to any third party, including, but not limited to, conveyance by deed, or assignment of beneficial interest, or Articles of Agreement for Deed, or Installment Contract for Deed, so long as the debt secured hereby subsists, and further, that in the event of any such transfer by the Grantor/Borrower ("Mortgagor"), the Trustee ("Mortgagee") may, in its sole discretion, and without notice to the Grantor/Borrower ("Mortgagor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Note.

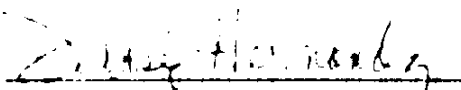
2. Grantors may prepay principal balance secured herein (undersigned Borrowers may prepay the principal balance of this Note) at any time without penalty.

3. The indebtedness of the Note is secured by the Trust Deed Second Mortgage on the following real estate in Cook County, Illinois: 8626 S. Baltimore, Chicago, IL 60617

4. In the event Grantor's First Mortgage is released of record and the Note securing it shall be paid in full while the instant Note and Mortgage subsist, the Grantor shall give immediate notice of same to Trustee ("Mortgagee") and shall establish a pledge account with Trustee ("Mortgagee") equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act, Ill.Rev.Stat. Ch. 17, Sec. 4301 (1989).



Martin Hernandez



Debbie Hernandez

9/15/91