

TRUST DEED

1991 JAN 15 3 09 56 PM '91

91022998

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 14 19 91, between CINDY M. URDIALES, Divorced and not since remarried

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 FIFTY THOUSAND

and no/100ths (\$50,000.00)----- 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9 percent per annum in instalments (including principal and interest) as follows: FOUR HUNDRED TWO

and 31/100ths (2402.31)----- Dollars or more on the 14th day of February 19 91, and FOUR HUNDRED TWO and 31/100ths----- 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 January, 2021. 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 12 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 JOHN H. TAZELAAR 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 37 in Block 3 in Tyron and Davis Addition to Irving Park, a Sub-division of the South 1/2 of the North West 1/4 of the North West 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4631 N. Harding, Chicago, Illinois

Tax No: 13-14-108-012-0000

RECORDED BY  
MAY 14 1991  
12 WEST MADISON ST  
CHICAGO, ILL. 60604

14.00

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 hand and seal of Mortgagors the day and year first above written.

Cindy M. Urdiales | SEAL | CINDY M. URDIALES | SEAL |

STATE OF ILLINOIS, I, the undersigned, SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT CINDY M. URDIALES, divorced and not since remarried

OFFICIAL SEAL: MOLLY COFFMAN, Notary Public, State of Illinois, My Commission Expires 5/22/94

Given under my hand and Notarial Seal this 14th day of January 19 91

Molly Coffman Notary Public

Notarial Seal

W Ashland 7286811 664560 Wanda...

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# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED AND NOTE DATED JANUARY 14, 1991 BETWEEN CINDY M. URDIALES, DIVORCED AND NOT SINCE REMARRIED, AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

1. This is a part purchase money mortgage.
2. The Mortgagors hereunder reserve the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.
3. The Mortgagors further covenant not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
4. And it is hereby expressly agreed by Maker that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in excess of ten (10) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at a rate of three percent (3%) over the rate of interest which had been in effect, from the date of such default until such default is cured by Maker, which interest shall be payable on each day on which an installment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Maker hereunder or under the provisions of the Mortgage to be immediately due and payable.
5. If any installments of principal or interest due hereunder shall become ten (10) days overdue, Maker shall pay to the holder hereof a "late Charge" of five cents (\$.05) for each dollar so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.
6. The undersigned Mortgagors covenant and agree to pay the annual taxes and assessments levied against the mortgaged premises and the annual premiums for insurance carried in connection with said premises when they become due. The Mortgagors further covenant to present proof of payment of the annual taxes and assessments and the annual premiums for insurance to the Holder hereunder.
7. (a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-110) et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.  
(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.  
(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgement of foreclosure, and whether enumerated in any Paragraph of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgement of foreclosure.
8. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

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