



TRUST DEED

UNOFFICIAL COPY

Morales-Cruz

CTTC 7

92038532

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 25 1992, between Filiberto Morales

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

One Hundred Forty Thousand and no/100-----(\$140,000.00)----- 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 December 2, 1992 on the balance of principal remaining from time to time unpaid at the rate of 11% percent per annum in instalments (including principal and interest) as follows:

One Thousand Nine Hundred Twenty Eight and 50/100(\$1928.50)-- 2nd day

of January 1993, and One Thousand Nine Hundred Twenty Eight and 50/100 Dollars or more on the 2nd day of the 2nd 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 2nd day of December, 2003. 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 15.0 per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Cook County 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 Raul Moreno, 116 E. 30th St., Los Angeles, CA 70009 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 parcel or parcels of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, Cook County, Illinois, AND STATE OF ILLINOIS, to wit:

\$23.50

142222 TRAN 4791 12/11/92 15:22:00
\$6425 + * - 92 - 938532
COOK COUNTY RECORDER

Lot 26 and the West 3 Feet of Lot 27 in Garfield, A Subdivision in the South East 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
PIN 13-34-428-038-0000 Prop: 4104 N. North Ave., Chgo., Il.

INSTRUMENT PREPARED BY: Cesar A. Velarde 1624 West 18th Street Chicago, Il. 60608

A late fee of \$40 will be assessed for each last payment after the 10th of each month. The entire balance due hereunder shall become immediately due and payable upon the sale, transfer, conveyance, assignment, entering into A/A or any transfer of the interest of Filiberto Morales, or any of his portion.

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 thereon or therein 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, radiator beds, 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.

[SEAL] Filiberto Morales [SEAL]

STATE OF ILLINOIS, I, Christine Mieczorek, a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Filiberto Morales

who personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of December 1992

CHRISTINE MIECZOREK, Notary Public, Cook County, Illinois. Includes signature and seal.

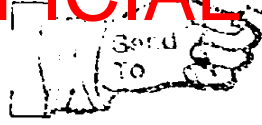
Notarial Seal

5292532

Los Angeles, CA 90009
116 E. 30th Street
Raul Moreno

MAIL TO:

Chicago, Ill.
4104 W. North Avenue
INSURE FROM RIA HERE
FOR RECORDER'S INDEX PURPOSES



Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY
Trustee

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm and flood damage, when the lender is required by law to insure; (b) under policies providing for payment of the cost of repairing or replacing the same or to pay in full the indebtedness secured hereunder; (c) in compliance satisfactory to the holders of the note, under insurance policies payable to the lender; and (d) shall maintain all policies, including additional and renewal policies, to the satisfaction of the lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the expiration of the respective policies.

2. In case of default hereunder, the Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder or required of Mortgages in any form and manner deemed expedient; and may, but need not, take full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or interest in or to the premises, or pay for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by the Trustee or the holders of the note to protect the mortgage premises and the herein provided for, plus reasonable compensation to the 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 post maturity rate set forth in the note.

3. The Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder or required of Mortgages in any form and manner deemed expedient; and may, but need not, take full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or interest in or to the premises, or pay for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by the Trustee or the holders of the note to protect the mortgage premises and the herein provided for, plus reasonable compensation to the 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 post maturity rate set forth in the note.

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6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 of the covenants of the Mortgages 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. 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 the Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, and expenses for documentation 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 foreclosure, including all such abstracts of title, title searches and examinations, title insurance policies, forms certifying title, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect the premises, or to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a part of the indebtedness secured hereby, and immediately 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 post maturity rate set forth in the note.

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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a secured indebtedness additional to that evidenced by the note, their hours, 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 the filing of a bill to foreclose, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, without regard to the solvency or insolvency of said premises.

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11. The 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 agreement of 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 execute any power herein given, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require independent satisfactory to it to close exercising any power herein given.

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 Trustee may execute and deliver a release hereof to and at the request of any person who shall appear 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 a note which bears an identification number corresponding to the number and which purports 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 person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which this instrument was filed 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 of Deeds of the county in which this instrument was filed 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 of Deeds of the county in which this instrument was filed in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed.

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 of Deeds of the county in which this instrument was filed 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 of Deeds of the county in which this instrument was filed 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 hereunder given Trustee.

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 this instrument shall be construed to mean "note" when more than one note is used.

17. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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

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