

UNOFFICIAL COPY

TRUST DEED

32092613

THE ABOVE SPACE FOR RECORDERS USE ONLY

ACCOUNT NO.

THIS INDENTURE made January 13 1992

Alfredo G. Zamora, & Elberta Zamora, his wife and Maria Zamora, never married

County of Cook, State of Illinois, herein referred to as "Mortgagor", and THE FIRST COMMERCIAL BANK, an Illinois Corporation, herein referred to as "Trustee", witnesseth, THAT, WHEREAS, the Mortgagors are indebted to the legal holder of the Note hereinafter described in the principal sum of Nine Thousand Ninety five and 40/100ths Dollars, evidenced by the said Note of the Mortgagors identified by the above account number, made payable to the order of and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum as provided therein from time to time until said Note is fully paid, provided that upon default in the prompt payment of any installment or payment of interest, shall become due and payable and shall bear interest at 7% per annum, and all of said principal and interest being made payable at the Banking House of THE FIRST COMMERCIAL BANK in Chicago, Illinois, unless and until otherwise designated by the legal holder of said note.

NOW, THEREFORE, the Mortgagors do so in the payment of the said principal sum, interest 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, do hereby 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, situated in the City of Chicago, County of Cook and State of Illinois, to wit:

Lot 29 and the East half of Lot 30 in the Resubdivision of Block 2 of Fairmont, a Subdivision of Lots 2 and 3 of the Assessor's Division of the West 1/2 of the South West 1/4 of Section 30, Township 37 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 25-30-309-027

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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, tenements, easements, fixtures and appurtenances therein and thereto, including 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 par with said real estate and appurtenances) TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, 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 Instrument Prepared by Joseph G. Kozderka The First Commercial Bank 6945 N. Clark St. Chicago, IL 60626

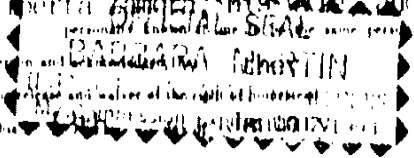
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This trust deed consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this trust deed are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors on the face hereof above written

Handwritten signatures of Alfredo G. Zamora and Elberta Zamora.

STATE OF ILLINOIS) The undersigned) COUNTY OF Cook)) Notary Public in and for the State of Illinois, I DO HEREBY CERTIFY that Alfredo G. Zamora & Elberta Zamora, his wife and Maria Zamora, never married



Instrument, appeared before me this day in person and acknowledged to me that they executed the foregoing instrument, and subscribed to the foregoing use and purposes therein set forth, including the release and waiver of the right of homestead, and were GIVEN under my hand and Notarial Seal this 13th day of January 1992.

Handwritten signature of Notary Public and date 23.50.

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS TRUST DEED.

- Mortgagor shall (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 mechanics' liens or other liens or claims or encumbrances not expressly subordinated 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, including any partial or full satisfaction 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 hereafter in progress on the premises and comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations to said premises, except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches a 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 demand by Trustee or the holders of the note, pay any such charges or taxes. In case of default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter on the premises in good repair, and shall pay for loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of its face sufficient to replace the same, and shall pay the balance of the value of such property if the indebtedness secured hereby, all in compliance with the terms of the holders of the note, under insurance policies payable in case of loss or damage by fire, lightning or windstorm, and such policies shall be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including when not in force, to Trustee or the holders of the note, and upon expiration of any policy, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note hereby secured may make any payment or payments in and out hereunder required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest, principal and interest, taxes, and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises, or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection herewith, including attorneys' fees and costs of business, shall be a first lien in priority to the lien hereof, and shall be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including when not in force, to Trustee or the holders of the note, and upon expiration of any policy, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 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 authority 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.
- Mortgagor shall pay such taxes and 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 Mortgagor, all unpaid taxes and indebtedness secured by this Trust Deed shall, without stopping or abating of the same or in this Trust Deed or the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness secured shall become due, whether by acceleration or otherwise, by terms 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 of the note, the value of 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, appraisers' fees, out-of-pocket expenses, advertising, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of proceeding on such abstracts, and the fees for clerks and examiners, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonable or 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 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 rate of seven per cent per annum, 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 party hereto shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) the preparations for the commencement or prosecution of the foreclosure hereof after accrual 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.
- 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; 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 Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
- 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 services or interests of Mortgagor, and the court in which such receiver is appointed may, with or without regard to the then value of the premises or whether the same shall be then occupied as a residence, and notwithstanding the fact that the receiver 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 during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, may 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 all 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, judgment and application is made prior to foreclosure sale; (2) the delinquency in case of a sale and deficiency.
- 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 at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, except that Trustee be obligated to read this trust deed and to exercise any power herein given unless expressly obligated by the terms hereof, and be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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 and as the request of any person who shall enter before or after maturity hereof to produce and return 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 so procured by the original or a successor trustee, such trustee may accept as the genuine note herein described any note 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.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds, 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 the premises are situated shall be Successor in Trust. Any Successor in Trust or remainder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons, living under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness herein provided, whether or not such persons shall have executed the note or this Trust Deed.

DELIVERY INSTRUCTIONS

MAIL TO

THE FIRST COMMERCIAL BANK

CLARK AT MORSE

CHICAGO, ILLINOIS 60636

STREET ADDRESS OF PROPERTY DESCRIBED HEREIN

2334 Vernon St.

Blue Island, IL

2025 RELEASE UNDER E.O. 14176