



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 29 19 94, between

Ricardo Garcia, a single person

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 Fifty Thousand and 00/100-----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 January 29, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8.5 percent per annum in instalments (including principal and interest) as follows:

One Thousand Eight Hundred Sixty and 00/100-- Dollars or more on the 1st day of March 1994, and One Thousand Eight Hundred Sixty & 00/100 Dollars or more on the 1st 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 1st day of February, 2004 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 8.5 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 Othon M. Wass 530 W. Dempster, Mt. Prospect 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:

Lots 1 to 5 inclusive in Block 1 in W. Hayden Bells Archer and Kedzie Avenue Subdivision of part of the South East 1/4 of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

94710221

P.I.N. 19-02-407-016 and 19-02-407-017 and 19-02-407-018

This trust deed is due on any sale or transfer of this property commonly known as 4300-4306 S. Kedzie, Chicago, Illinois. Notice of default/presentation is required. Payments received after the 15th are charged a \$74.40 late fee. No penalty for prepayment.

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, inader 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.

Ricardo Garcia [SEAL] [SEAL]

STATE OF ILLINOIS, } I, the undersigned
County of Cook } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ricardo Garcia, a single person

who is 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.

OFFICIAL SEAL
GENE S BOBROFF
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 4, 1995

Given under my hand and Notarial Seal this 29th day of January 1994.
[Signature] Notary Public

Handwritten notes on the left margin.

DEPT. OF RECORDING
196666
44612 + LC
COOK COUNTY RECORDER

Handwritten number 234 in the bottom right corner.

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY
Identification No. 278316
By: [Signature]
Assistant Secretary/Assistant Vice President

1. Mortgages shall promptly repair, restore or rebuild any building or improvement 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; and policies providing for payment of the cost of repairing or rebuilding or insuring against loss or damage by fire, lightning or windstorm and flood damage, shall be maintained in full force and effect until the indebtedness secured hereby is paid in full. The lender shall be notified in writing of any such damage or loss of damage by fire, lightning or windstorm and flood damage, and upon receipt of such notification shall immediately take the steps necessary to effect repairs, restoration or rebuilding of the building or improvement and to obtain and maintain in full force and effect policies of insurance against loss or damage by fire, lightning or windstorm and flood damage, and shall deliver to the holder of the note a copy of such policies. The lender shall also be notified in writing of any such damage or loss of damage by fire, lightning or windstorm and flood damage, and upon receipt of such notification shall immediately take the steps necessary to effect repairs, restoration or rebuilding of the building or improvement and to obtain and maintain in full force and effect policies of insurance against loss or damage by fire, lightning or windstorm and flood damage, and shall deliver to the holder of the note a copy of such policies. The lender shall also be notified in writing of any such damage or loss of damage by fire, lightning or windstorm and flood damage, and upon receipt of such notification shall immediately take the steps necessary to effect repairs, restoration or rebuilding of the building or improvement and to obtain and maintain in full force and effect policies of insurance against loss or damage by fire, lightning or windstorm and flood damage, and shall deliver to the holder of the note a copy of such policies.

2. Mortgages shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

3. Mortgages shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

4. In case of default thereon, Trustee or the holders of the note 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 lien or title or claim thereon, 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 interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon.

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 officer without inquiry into the accuracy of such bill, statement or estimate.

6. Mortgages shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the Trust Deed, and shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the Trust Deed, and shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the Trust Deed.

7. When the indebtedness herein secured shall become due, the holder of the note shall be allowed and included as additional indebtedness in the right to foreclose the real estate, in any suit to foreclose the real estate, in any suit to foreclose the real estate, in any suit to foreclose the real estate.

8. The holder of the note shall be deemed to have accepted the terms of the Trust Deed, and shall be deemed to have accepted the terms of the Trust Deed, and shall be deemed to have accepted the terms of the Trust Deed.

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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 indebted in an action at 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 duty to examine the title, location, existence or condition of the premises, it to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, not shall trustee be obligated to record the trust deed or to execute any power herein expressed by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before executing any power herein given.

13. Trustee shall file 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the indebtedness herein secured, such as the original note or a true and correct copy thereof, and where the release is requested of the original note, 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 the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

14. Trustee may record in writing filed in the office of the Recorder of Deeds of the county 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 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of 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 in effect when the release deed is issued.

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

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

727010221

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESK FILED PROPERTY HEREIN
4300-1306
1/21/20