

UNOFFICIAL COPY



TRUST DEED

780450

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Box 260

94751501

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THIS INDENTURE, made June 13th 19 94, between Ismael Jaquez

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

Thirty Eight Thousand and no/100-----(\$38,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in aid by which said Note the Mortgagors promise to pay the said principal sum and interest from June 1994 on the balance of principal remaining from time to time unpaid at the rate of nine percent per annum in instalments (including principal and interest) as follows:

Three hundred forty one and 90/100 (\$341.90) Dollars or more on the 1st day of August 1994, and \$341.90 Dollars or more on the 1st day of each & every m 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 July, 1999. 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 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 successor 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 Nineteen (19) in Block 21 in Calumet and Chicago Canal and Dock Company Subdivision of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the South Five Acres of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

3256 E. 136th ST., CHICAGO

P.in#: 26-31-411-044

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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 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 for 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 s and seal s of Mortgagors the day and year first above written.

Ismael Jaquez [SEAL] [Signature] [SEAL]
[Signature] [SEAL]

STATE OF ILLINOIS,

County of Cook

SS.

I, Mirjana Savich
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Ismael Jaquez

who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that MIRJANA SAVICH he signed, sealed and delivered the said instrument as his free and

Notary Public, State of Illinois, for the uses and purposes therein set forth. My Commission Expires Jan. 31, 1999. Given under my hand and Notarial Seal this 13th day of June 19 94.

Mirjana Savich Notary Public

Notarial Seal

9360512

ATTORNEYS' TITLE GUARANTY FUND, INC

ATTORNEYS' TITLE GUARANTY FUND, INC

94751501

UNOFFICIAL COPY

PLACE IN RECORDING OFFICE BOX NUMBER

George J. Reich
1600 S. Baltimore Ave
Chicago, IL 60605



FOR REORDERER'S INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE

ASSISTANT SECRETARY (Assistant Vice President)
By: [Signature]
CHICAGO TITLE AND TRUST COMPANY, Trustee.
Identification No. 280450

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 or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of money sufficient 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, and insurance policies payable, in case of loss or damage, shall 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 amount to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgages shall pay before any 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 mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of money sufficient 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, and insurance policies payable, in case of loss or damage, shall 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 amount to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, 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 claim (thereof, or redemption from any sale or foreclosure affecting said premises or contract 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 holders of the note to protect the mortgaged premises and the lien hereof, shall be taken, so much additional indebtedness secured hereby for each mortgage concerning which action hereunder may be taken, and with interest thereon at a rate equivalent to the post maturity rate set forth in the note immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note as considered a waiver of any right accruing to them on account of any default hereunder on the part of mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereunder without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of assessment, may do so according to (a) bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, or (b) bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

6. Mortgages shall pay each lien of indebtedness hereunder, 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 the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any other lien or mortgage, or (b) when default shall occur and continue for three days in the performance of any other lien or mortgage of the mortgages herein contained.

7. Whenever the indebtedness secured hereby shall become due and payable, there shall be no 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, and other expenses for documents and expert witness, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or 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 process the sale 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 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, or any other, otherwise the prematurely 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) proceedings for the commencement of any suit for the foreclosure hereof (including any suit for foreclosure which is not actually commenced or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced or (d) proceedings for the foreclosure hereof, including all such items as are mentioned in the preceding paragraph hereof; account, all other items which under the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; 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 and premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of mortgages 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 accepted as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of such 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 mortgages, except for the usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of (a) 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 deficiency secured hereby, or by any decree foreclosing this trust deed, or any tax, assessment or other lien or claim which may be or become a lien hereof or of such decree, provided such application is made prior to the filing of a bill to foreclose in case of a sale and a 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 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 no duty to examine the title, location, existence or condition of the premises, 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 it be liable for any 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 exercising any power hereunder.

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 and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee, representing, in 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 person designated as the maker described herein. It may accept as the genuine note herein described any note which may 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 designated as the maker described herein. It may accept as the genuine note herein described any note which may 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 designated as the maker described herein. It may accept as the genuine note herein described any note which may 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 designated as the maker described herein.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and a 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 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 note or interest thereon, 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" which have been used in this instrument for 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" which have been used in this instrument for any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. Before recording this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release 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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RECORDED IN CHICAGO OFFICE BOX NUMBER 1600 S. BALTIMORE AVE