

94914207

THIS INDENTURE, made this 1st day of August 1994
 between LUIS MENDEZ AND LYDIA MENDEZ, HIS WIFE (J)
 of the CITY of CHICAGO, County of COOK
 and State of ILLINOIS, Mortgagor,
 and COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION
 of the CITY of BERWYN, County of COOK
 and State of ILLINOIS, as Trustee,

WITNESSETH THAT WHEREAS, the said LUIS MENDEZ AND LYDIA MENDEZ, HIS WIFE (J)
 justly indebted upon ONE INSTALLMENT principal note in
 the sum of ***EIX THOUSAND DOLLARS AND NO CENTS***** Dollars, due

AND PAYABLE AS FOLLOWS: \$127.49 DUE ON THE 31ST OF OCTOBER, 1994. \$127.49
 DUE ON THE 31ST DAY OF EACH AND EVERY MONTH COMMENCING THEREAFTER UNTIL
 FINAL PAYMENT IS DUE. FINAL INSTALLMENT OF \$127.49 SHALL BE DUE AND PAYABLE
 ON THE 31ST OF SEPTEMBER, 1999 IF NOT SOONER PAID IN FULL.

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THIS IS A JUNIOR TRUST DEED

with interest at the rate of 10.00 per cent per annum, payable

HOWEVER, IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT
 LENDERS PRIOR WRITTEN CONSENT, LENDER MAY DECLARE THE ENTIRE LOAN BALANCE
 TO BE IMMEDIATELY DUE AND PAYABLE AFTER 30 DAYS BORROWERS CAN BECOME LIABLE
 FOR EXPENSES FOR FORECLOSURE INCLUDING COURT COST AND REASONABLE ATTORNEY'S
 FEES.

DEPT-01 RECORDING \$27.50
 : T80012 TRAN 5237 10/26/94 08143100
 : 49713 \$ EK # -94-914207
 COOK COUNTY RECORDER

all of said notes bearing even date herewith and being payable to the order of
COMMERCIAL NATIONAL BANK OF BERWYN

at the office of COMMERCIAL NATIONAL BANK OF BERWYN
 or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and
 bearing interest after maturity at the rate of twent per cent per annum.
 Borrowers shall pay to the note holder a late charge of 5% of any monthly installment
 received by the note holder within 10 days after the installment is due.
 Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note...evi-
 denced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be per-
 formed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT
 unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of COOK and State of ILLINOIS to wit:

LOT 12 IN BLOCK 46 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS IN THE NW 1/4 OF THE
 NW 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 19-19-108-004

COMMON ADDRESS: 6409 S. HARLEM AVENUE, CHICAGO, ILLINOIS

Trust Deed

Insurance and Receiver

LUIS MENDEZ AND LYDIA MENDEZ, HIS

WIFE (J)

TO

COMMERCIAL NATIONAL BANK OF BERMYN

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

6409 S. HARLEM AVENUE

CHICAGO, ILLINOIS

UNOFFICIAL COPY

MAIL TO:

COMMERCIAL NATIONAL BANK OF BERMYN

3322 S. OAK PARK AVENUE

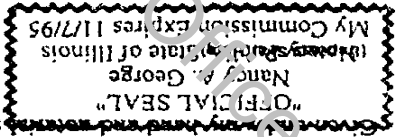
BERMYN, ILLINOIS 60402

JAMES A. CAIRO / JTB

Property of Cook County Clerk's Office

40211646

Commission Expires 11-7-95



Nancy A. George
Notary Public

1st day of August, 19 94

Government hand and notary seal this

waliver of the right of homestead.

instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said personally known to me to be the same person whose name ARE subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that LUIS MENDEZ AND LYDIA MENDEZ, HIS WIFE (J)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the

STATE OF ILLINOIS }
COUNTY OF COOK }
SS.

UNOFFICIAL COPY

or removal from said COOK County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then CHICAGO TITLE INSURANCE CO. hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

Property of Cook County Clerk's Office

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WITNESS the hand and seal of the Mortgagor, the day and year first above written.

THIS INSTRUMENT WAS PREPARED BY
FEDERAL NATIONAL BANK OF BERWYCH
100 OAK PARK AVENUE
CHICAGO, ILLINOIS 60602
JAMES A. CAIRO

X Luis Mendez (SEAL)
X Lydia Mendez (SEAL)
____ (SEAL)
____ (SEAL)

The note or notes mentioned in the within trust deed have been identified herewith under Identification No. _____

Trustee

UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagee or of the Mortgagor or of the trustee, shall be conveyed to the Mortgagor, and all the estate, right, title and interest of the Mortgagor, shall be conveyed to the trustee, and the trustee shall hold the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagee does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided, to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien or mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with the trustee as additional security hereunder and upon failure of the legal holder of the note or notes, is hereby authorized to procure the same, and all monies which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right, immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagee, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given, until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All monies advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The surplus of the proceeds of sale shall then be paid to the Mortgagee or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagee's part, the Mortgagee hereby willers all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagee further agrees that in case of a foreclosure decree and sale of said premises hereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereunder made by the Mortgagee, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagee upon receiving reasonable charge therefor, and in case of the death, resignation,

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