



TRUST DEED UNOFFICIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD 94992940 NOV 23 AM 9:06

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CHARGE TO CREDIT

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 4 19 94, between Thomas T. Saucedo a/k/a Thomas F. Saucedo, and Elba F. Saucedo, his wife,

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 Twenty-five thousand and 00/100 - - -

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF GEORGE P. GASPAR

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof 11/15/94 on the balance of principal remaining from time to time unpaid at the rate of fifteen per cent per annum in instalments (including principal and interest) as follows:

\$866.64 Dollars or more on the 1st day of January 19 95 and \$866.64 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 December, 1995. 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 per annum, and all of said principal and interest being made payable at such banking house or trust company place in 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 George P. Gaspar, P O Box 181, Cook County, Algonquin, Illinois 60102-0181,

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:

Lot 9 in John McCaffery's Subdivision in the Southwest Corner of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

Common Address: 2900 W. 38th Street, Chicago, IL 60632 PIN: 16-36-315-024

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, inlaid 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. Thomas T. Saucedo a/k/a Thomas F. Saucedo (SEAL) Elba F. Saucedo (SEAL)

STATE OF ILLINOIS, I, the undersigned, ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Thomas T. Saucedo a/k/a Thomas F. Saucedo, and Elba F. Saucedo, his wife,

who are 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL MARIA DULCE RAMOS NOTARY PUBLIC, STATE OF ILLINOIS

under my hand and Notarial Seal this 10th day of NOVEMBER 19 94. Maria Dulce Ramos Notary Public

94992940

EMMETT J. GALVIN
ATTORNEY AT LAW
8501 W. HIGGINS RD., #440
CHICAGO, ILL 60637

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2900 W. 38th Street
CHICAGO, ILL 60632

MAIL TO:

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

Identification No. **252626**
CHICAGO TITLE AND TRUST COMPANY,
Trustee.
By *Blaine Dittlinger*
Assistant Secretary, Assistant Vice President

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and free from mechanical or other liens on claim for lien not expressly subordinated to the lien hereof; (c) pay within due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit written evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any primary attached all 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 hereafter 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 wind, storm and flood damage, where the lender is required by law to have its loan insured under policy providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the policy. In the event of loss or damage, in case of loss or damage, to Trustee or to holders of the note, all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form, and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or waive any tax lien or other prior lien or claim or charge, or redeem from any tax sale or forfeiture affecting said premises or contents any tax or assessment. All money 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, shall be paid by Mortgages to the lender or to the holder of the note, and shall be a first lien in priority to all other liens or claims on the premises.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessment, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, maintenance or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

6. Mortgages shall pay each item of indebtedness hereon, both principal and interest, when due according to the terms hereof. At the option of the lender or holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall be made into a new note, and the terms hereof shall apply to the new note, and the new note shall be a first lien in priority to all other liens or claims on the premises.

7. When the indebtedness hereby secured shall become due and payable, the lender or holders of the note or Trustee shall have the right to foreclose upon the premises, in any manner and by any means, and to sell the premises, and to apply the proceeds of such sale to the payment of the debt hereby secured, and to pay the balance of the proceeds to the holder of the note or Trustee, and to execute any power herein given under express obligation by the terms hereof, not be liable for any act or omission hereunder, except in cases 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.

8. 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, either before or after maturity hereof, 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 required 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 placed thereon by the person herein designated as the maker thereof; and where the release is required of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note, and which purports to be placed thereon by the person herein designated as the maker thereof; and where the release is required of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note, and which purports to be placed thereon by the person herein designated as the maker thereof.

9. 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 or Registrar of Titles in which this instrument shall have been recorded or filed, may appoint a successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

10. 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 this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

11. 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 hereof is made. 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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