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134 N. LaSalle Street, Suite 2126, Chicago, IL 60602

GIT



TRUST DEED UNOFFICIAL COPY

95024941

785156

CITY OF

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 28th 1994, between JOHN J. NAVARRO, married to SYLVIA NAVARRO, EDWARD L. NAVARRO, a never married person, and MIKE J. NAVARRO, married to CAROLYN M. NAVARRO 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

FIFTY-NINE THOUSAND AND 00/100 (\$59,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 28th, 1994 on the balance of principal remaining from time to time unpaid at the rate of Fourteen percent per annum in instalments (including principal and interest) as follows:

SIX HUNDRED NINETY-NINE AND 07/100 (\$699.07) Dollars or more on the 15th day of February 1995, and SIX HUNDRED NINETY-NINE AND 07/100 (\$699.07) Dollars or more on the 15th 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 15th day of January 2000. 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 sixteen percent 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 DE PARA & ASSOCIATES 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:

THE NORTH 1/2 OF LOT 15 IN BLOCK 1 IN HANSBROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1913 North Mozart  
Chicago, Illinois 60647

Property Index Number: 13-36-307-018 Vol. 531

95024941  
DEPT-01 RECORDING \$23.50  
#0001 TRAN 6753 01/12/95 15:45:00  
#1099 # CO #--95-024941  
COOK COUNTY RECORDER

THIS DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR ANY OF THE GRANTORS, which, with the property hereinafter described, is referred to hereinafter 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, in-door 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.  
JOHN J. NAVARRO [SEAL] EDWARD L. NAVARRO [SEAL]  
MIKE J. NAVARRO [SEAL]

STATE OF ILLINOIS, )  
County of ) ss. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN J. NAVARRO, married to SYLVIA NAVARRO, EDWARD NAVARRO, a never married person, and MIKE J. NAVARRO, married to CAROLYN NAVARRO, who are personally known to me to be the same person as whose name are subscribed to the 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" the  
ALICE M. LANGE  
Notary Public, State of Illinois  
My Commission Expires 3/31/00

28th day of December 19, 94  
Alice M. Lange Notary Public

2350

# UNOFFICIAL COPY

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

1. Mortgagors shall, for promptly repair, restore or reconstruct any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from incumbrances of other liens or claims for lien not expressly subordinated to the lien hereon, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereon, and upon request exhibit satisfactory evidence of the discharge of such prior liens, (d) pay when due any taxes or other charges on the premises, (e) complete within a reasonable time any building or improvements now or at any time in process of erection upon and premises, (f) comply with all regulations, rules and ordinances, municipal ordinances with respect to the premises and the use thereof, (g) make no material alterations to said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges upon 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements 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, under policies providing for payment by the insurance companies of moneys sufficient either 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, under insurance policies payable in case of loss or damage, or payment for the benefit of the holders of the note, such payments 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 hereon, Trustee or the holders of the note may, but need not, make any payment or prepayment, act hereunder required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial satisfaction of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien in full or in part, or redeem, or refinance from any tax sale or forfeiture affecting said premises or contest any tax or assessment, attorney's fees, and any other moneys advanced by Trustee or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, may reasonable compensation to be made for each matter concerning which action hereon authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the note may, but need not, make any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without dispute, and the accuracy of such bill, statement or estimate or the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereon.
6. Mortgagors shall be liable for the payment of 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 Mortgagors, 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 for immediately in case of default in making payment of any installment of principal or interest on the note, or in which default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and awarded as attorney's fees, costs of the decree for sale of the premises and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of 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 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 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with 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 secured hereby, or for preparations for the commencement of any suit on the indebtedness hereon or for recovery of such right to foreclose, whether or not actually commenced, or for preparations for the defense of any such suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.
8. The proceeds of any sale or disposition 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 hereof; 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as then 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 said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors 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 occupied 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 said 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 Mortgagors, except for the intervention of such receiver, would 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 or 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: (a) 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 hereon or on or against the premises, or any application is made prior to foreclosure suit, (b) the deficiency in case of a sale and deficiency.
10. No action to, or remedy sought or enforced in any provision hereof shall be subject to any defense which would not be good and available to the party directly claiming benefit thereunder as a 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, or 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 Trustee be obligated to record this trust deed or to exercise any power herein even unless expressly obligated by the terms hereof, nor be liable for any loss 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 independent satisfactory to it before exercising any power hereunder.
13. 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 hereon to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, with a representation of Trustee may accept as true without inquiry. Where a release is requested by 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 persons herein designated as the makers thereof; and where the release is requested 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 executed by the persons herein designated as makers thereof.
14. 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 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons made for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" which 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 contract or services performed under any provisions in this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

## IMPORTANT!

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

MANUEL J. DE PARA & ASSOCIATES  
ATTORNEYS AT LAW  
134 N. LA SALLE ST., SUITE 2126  
CHICAGO, ILLINOIS 60602  
(312) 841-1344

Identification No. 783173

CHICAGO TITLE AND TRUST COMPANY,

Trustee

By

Manuel J. De Para  
Assistant Secretary, Assistant Vice President

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1913 North Mozart  
Chicago, Illinois 60647

MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER