

# UNOFFICIAL COPY

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## TRUST DEED

THE ABOVE SPACE FOR RECORDABLE USE ONLY

THIS INDENTURE, made

3-28-1995

between JOHN ANTONIO AGUIRRE

herein referred to as "Grantor", and T.R. SIEDZINSKI

of

CHICAGO,

Illinois, herein referred to as "Trustee", witnesseth

MERDER INDUSTRIES

, herein referred to as

SIX THOUSAND

6000.00

Dollars (\$ ),

N/A

evidenced by one certain Contract of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors promise to pay the said sum in 36 consecutive monthly installments at \$ 210.88 followed by N/A

at \$ N/A

, with the first installment beginning on 1/1/95

(Month & Year)

and the remaining installments continuing on

the same day of each month thereafter until fully paid. All of said payments being made payable at 117 N. JEFFERSON, CHICAGO

Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Contract is \$ 6000.00 The Contract has a Last Payment Date of 1/22/98.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors 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, situated, lying and being in the CITY OF CICERO

COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

LOT 19 IN BLOCK 1 IN JOHN CUDAHY'S MORTON PARK ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DTN # 16-28-417-016 COMMONLY KNOWN AS: 5022 W. 29TH PL. CICERO, IL.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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 Grantors do hereby expressly release and waive.

### Covenants, Conditions and Provisions

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims (as are not expressly subordinate to the lien hereof), (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to trustee or to Beneficiary, (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantors shall pay before any penalty attaches 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.

3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable in case of loss or damage, to Trustee for the benefit of the Beneficiary, 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 Beneficiary, 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 Beneficiary may, but need not, make any payment or perform any act necessary or required of Grantors in any form and manner deemed expedient, and may, if it need not, make full or partial payment of principal or interest on past encumbrances, if any, and purchase, discharge, compromise or settle any or both the above debts when or as soon as claim thereof, or to redeem from any tax sale or forfeiture affecting said premises or cancel any tax or promise to settle any tax or other prior lien or title or claim thereon, or to redeem from any tax sale or forfeiture affecting said premises or cancel 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 money advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be as much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures. Interest of Trustee or Beneficiary shall never be considered as a waiver of any right to require

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 Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written

X *Jose Antonio Aguirre* (Signature)  
JOSE ANTONIO AGUIRRE (Name) (Seal) (SPAL)

(Seal)

STATE OF ILLINOIS,

County of COOK

SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

*DONALD Sponholz*  
JOSE ANTONIO AGUIRRE

who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28<sup>th</sup> day of May, A.D. 1995.



This instrument was prepared by

EQ FINANCIAL, INC.

(Name)

117 N. JEFFERSON, CHGO, IL.

(Address)

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(b) Entitlement shall pass upon each item of indebtedness, both principal and interest, when due, according to the terms hereof, to the grantor of *Placeholder*, or to the assignee of all unpaid indebtedness secured by this Trust Deed, notwithstanding anything in the Contract or in this Trust Deed to the contrary, before due and payable (as immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained); so that notwithstanding if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent,

**B.** The proceeds of any forced sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred by the lessee in the proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute ground-rent for the period during which the lessor has the exclusive possession as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any encumbrances thereon; and fifth, the balance, if any, shall be paid over to the lessor.

8. A person at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed, or any public notary, may appoint a receiver of your property. Such appointment may be made by the filing of a bill to foreclose, or by any other process, without regard to the existence of deficiency of deficiency at the time of application for such receiver, or without regard to the date when the bill was filed or the date when the power of sale was given. Such receiver shall have the power to collect the rents, issues and profits of your property 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 recompensation or not, as well as during the time when Grantee, 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 to carry out the objects for the preserving, protecting, managing and operating of the property during the whole of said period. The court from whom to file may authorise the receiver to apply the rents, issues and profits of your property in whole or in part, (a) for the satisfaction of secured parties, or by any decree, foreclosing this Trust Deed, or any tax, general assessment or other law, which may be deemed appropriate, or (b) for the payment of such decree, provided such application is made prior to foreclosure day, (c) the deficiency, in case of a sale and deficiency.

10. Section 10 of the Watercourse Act, the term of any provision to which shall be subject any defense which would render the provision invalid or ineffective, is six months.

11. Doctor or Physician shall have the right to inspect the premises at all reasonable hours and days — therefore shall be permitted for that purpose.

12. Tenant has no right to examine the site, location, existence, or condition of the premises, nor shall Tenant be entitled to record this First Deed in to Tenant or any power before power is granted, as defined by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Tenant may require indemnification of lessor or lessor's agent before exercising any power herein given.

11. Upon presentation of satisfactory evidence that indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall file a certificate of release of title to the property covered by this Trust Deed, the last thereof, by proper instrument.

14. In case of the resignation, inability or refusal by the Trustee, the Beneficiaries shall have the authority to appoint a Successor Trustee. Any successor to Trustee hereunder shall have the same powers and authority as are herein given Trustee.

15. This Trust Deed and all processes hereof, shall extend to and be binding upon Grantee and all persons claiming under or through Grantee and the word "Grantor" which is herein referred to all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed. The term "Beneficiary" as used herein shall mean and include any successors or assigns of them aforesaid.

### **ASSIGNMENT**

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and by the foregoing instrument conveys the beneficial interest in and to such Trust Deed and the obligation secured thereby, to EQ Financial, Inc.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 28<sup>th</sup> day of December, 1948.

**CORPORATE SELLER SIGN HERE**

## **MEDDER INDUSTRIES**

**ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)**

**STATE OF ILLINOIS**

SS Notary Public

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I, John Doe, personally known to me to be the name (print) of whose name  
Assignment, appeared before me this day in person and acknowledged that  
the said Assignment was made free and voluntary.  
GIVEN under my hand and Notarial Seal this 12 day of July, 1999.

**ACKNOWLEDGMENT BY CORPORATION (SELLER)**

**STATE OF ILLINOIS**

**ELENA CHISCO**  
I, personally know the above to be true, having been appointed as president and secretary, respectively,  
of the corporation named therein and acknowledge(d) that they signed and delivered the same at their free and voluntary act(s),  
on the part of each, in the name of and on behalf of said corporation for the uses and purposes there set forth.

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STREET 1137-11-A-12-1200

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15301-10028

OR

RECOMMENDATION NUMBER

4 READING  
4 JAN 5 57 79 05/15/95 13:26:00  
22 + AP \*-55-315510  
DOOR COUNTY REC'DEE  
10 PENALTY \$20.00