

96532987

THIS INDENTURE, made this 3RD day of DECEMBER 1995

between JOSE A. DIAZ AND LAURA H. DIAZ, HIS WIFE

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 JOSE A. DIAZ AND LAURA H. DIAZ, HIS WIFE

justly indebted upon ONE INSTALLMENT principal note in the sum of FOURTEEN THOUSAND FOUR HUNDRED EIGHTY-NINE & NO/100THS (\$14,489.00) Dollars, due

AND PAYABLE AS FOLLOWS: \$248.09 DUE ON THE 22ND OF MAY, 1996. \$248.09 DUE ON THE 22ND DAY OF EACH AND EVERY MONTH COMMENCING THEREAFTER UNTIL FINAL PAYMENT IS DUE. FINAL INSTALLMENT OF \$248.09 SHALL BE DUE AND PAYABLE ON THE 22ND DAY OF APRIL, 2003, IF NOT SOONER PAID IN FULL.

**THIS IS A MORTGAGE TRUST DEED**

DEPT-01 RECORDING \$51.50  
T#0013 TRAN 0302 07/12/96 10:25:00  
#1455 # CT \*-96-532987  
COOK COUNTY RECORDER

with interest at the rate of 11.00 per cent per annum, payable

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

96532987

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 SEVEN per cent per annum.

Borrowers shall pay to the note holder a late charge of 5.00% 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 evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, 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 55 IN BLOCK 58 IN HINMAN STREET IN THOMAS AND JOHN D. PARKERS SUBDIVISION OF BLOCK 58 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No. 17-19-325-018

Address of property: 2217 W. 21st Place, Chicago, IL

27.50  
24.00  
57.50  
JHC

# UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus 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 Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO 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 Mortgagor 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 to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys 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 removal or encumbrance upon said premises or in any manner to 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 documents, 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 Mortgagor, 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 moneys 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 Mortgagor 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 Mortgagor's part, the Mortgagor hereby waives 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 Mortgagor 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 herebefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

47552556

# 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

96532987

96532987

WITNESS the hand<sup>s</sup> and seal<sup>s</sup> of the Mortgagor, the day and year first above written.

Prepared by  
James A. Carro

~~\_\_\_\_\_~~ (SEAL)  
Laura H. Diaz \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

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

Trustee

UNOFFICIAL COPY

# Trust Deed

Insurance and Receiver

JOSE A. DIAZ AND LAURA H. DIAZ,

HIS WIFE TO

COMMERCIAL NATIONAL BANK OF BERYN,

A NATIONAL BANKING CORPORATION

ADDRESS OF PROPERTY:

2217 W. 21ST PLACE

CHICAGO, ILLINOIS

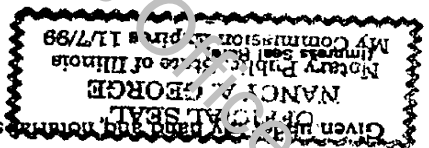
MAIL TO:

COMMERCIAL NATIONAL BANK OF BERYN  
3322 SO. OAK PARK AVENUE  
BERYIN, IL 60402  
ATTN: JAMES A. CAIRO



Property of Cook County Clerk's

48633596



*Nancy A. George*  
Notary Public

Commission Expires 11-9-99

Given this 3rd day of December, 1995, I, Nancy A. George, Notary Public, State of Illinois, do hereby seal this

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

State aforesaid, DO HEREBY CERTIFY that JOSE A. DIAZ AND LAURA H. DIAZ, HIS WIFE, I, Nancy A. George, a Notary Public in and for said County, in the

STATE OF ILLINOIS }  
COUNTY OF COOK }  
ss.