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1998-08-31 14:57:26

#### TRUST DEED

Individual Mortgagor [ ] Recorders Box 333

be Mail To: The Chicago Trust Company

Note ID and Release 171 North Clark Chicago, IL 60601

092-071-0151043

FILE#587972

807939

This trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors. their heirs, successors and assigns.

THIS INDENTURE, made 48-36-1998

. between

JOSE L BARBA AND ROSALIA BARBA herein referred to as "Mortgagore" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are having indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

NINE THOUSAND TWO HUNDRED FORTY-NINE AND 92/100 \$9,249,92

DOLLARS, evidence by one certain Installment Note of the Mortgagors of even data herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Note the Mortgagors promises to pay the said principal sum and interest from 08-31-1998 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the . All such payments on execunt of the indebtedness evidenced by said note to be day of AUGUST, 2013 first applied to interest on the unpaid principal balance and the nursinder to principal. All of said principal and interest shall be made payable at such banking house or trust company in . Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the legal holders of the Installment Note.

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 and promises of the Mortgagors contained in the Installment Note and herein, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Betate and all of its estate, right, title and interest therein, situate. Mying and being in the. COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LBON. DESCRIPTION: THE HORTH 1/2 OF LOT 16 IN BLOOK 3 IN WILLIAM HEITHAN SUBDIVISION IN THE HORTHBAST 1/4 OF SECTION 4. TOMISHIP IS MORTH, RANGE 12, BAST OF THE THERD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ILLINOIS.

which has the address of ("Property Address");

1557 N 32ND AVE. MELROSE PARK. IL 60160 FIN# 15-04-206-009-0000

PREPARED BY: D. GARGANO P.O.BOX 6869 VILLA PARK, IL. 60181

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

93238 Pege 1 of 4

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TOORTHER with all improvements, tansments, easements, fixtures, and appurtaments 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 bereafter 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, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real setate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hareafter placed in the premises by the mortgagors or their successors or sealigns 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 Morrgagors do hereby expressly release and waive. Witness the hand and seal of Mortgagors the day and year first above written. WITNESS the hand and seal of Mortgagors the day and year first above written. (SBAL) ISRAL (SEAL) [SBAL STATE OF ILLINOIS COOK County of HAMOELLER a Notary Public in and for the residing in said County, in the state aforesaid, DO HERRBY CERTIFY TO T. JOSE T. BARBA AND BORALTA BARBA MARRIED who personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the seid instrument as tree and voluntary act, for the luce and purposes therein set Offic ICIAL SEAL. day of, AUGUSTATIONA HAMOFILER Given under my hand and Notarial Seal this 28th NOTARE PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES OF 18:00 THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE: 807939 1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises to good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the itso hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the now, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises: (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no majorial alterations in said premises except as 2. Mortgagors aball pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water required by law or municipal ordinance. charges, sewer service charges, and other charges against the premises when due, and shall, up o written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Morragore shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest. 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises usured 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the especiation or expiration of the insurance may be added to your total outstanding balance or obligation. The costs of the

insurance may be more than the cost of insurance you may be able to obtain on your own.

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4. Mortgagor agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale transfer of the beneficial ownership in the premises where Mortgagor is a Land Trust, without the written consent of

Holder of the Note. This includes sale by contract for deed or installment sale. 5. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any p or perform any sor hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, b not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, dis compromise or settle any tax lien or other prior lien or title or claim theref, or redeem from any tax sale or fo affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Tr the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus rec compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be a additional indebtedness secured hereby and shall become immediately due and payable without notice and with thereon at a rate set forth in the notes securing this trust deed. Inaction of Trustee or holders of the notes shall t considered as a walver of any right accruing to them on account of any default hereunder on the part of the Mortgi Trustee or any note holder purchases insurance on said premises as authorized herein, it will have the right to a agent. Truster or the note holder is not required to obtain the lowest cost insurance that might be available.

6. The Trustee of the holders of the notes hereby secured making any payment hereby authorized relating to assessments, may 03 so according to any bill, statement or estimate produced from the appropriate public office injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfai

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7. Mortgagors shall pay with item of indebtedness herein mentioned, both principal and interest, when due accounts the terms bereof. At the optica of the holders of the principal notes, or any of them, and without notice to Mortgi unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Tr to the contrary, become due and wyable (a) immediately in the case of default in making payment of any of the notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the perfor

any other agreement or promises of the Mortgagors herein contained. 8. When the indebtedness hereby secure shall become due whether by acceleration or otherwise, holders of the any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, t be allowed and included as additional indebtudness in the decree for sale all expenditures and expenses, which me or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trust appraiser's fees, outlays for documentary and experi evidence, stanographers' charges, publication costs and co may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile as holders of the notes, or any of them, may deem to be remanably necessary either to prosecute such suit or to e bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the All expenditures and expenses of the nature in this paragrap's mentioned shall become so much additional in secured hereby and immediately due and payable, with interest the son at a rate equivalent to the highest post ma set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, wh

incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this or any indebtedness hereby secured; or (b) preparations for the comments ment of any suit for the foreclosure t scorual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any suit or proceeding which might affect the premises or the security hereof, whether or not security commenced. 9. The proceeds of any foreclosure sale of the premises shall be distributed and opplied in the following order

First, on account of all costs and expenses incident to the foreclosure processings, including all such it mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitu indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal rep

10. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill or assigns, as their rights may appear. appoint a receiver of said premises. Such appointment may be made either before or after sale, without not regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trust may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and pr premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the period of redemption, whether there be redemption or not, as well as during any further times when Mortga for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other p may be necessary or are usual in such cases for the protection, possession, control, management, and ope premises during the whole of said period. 92235

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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 hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be

good and available to the party interposing same in an action at law upon the notes hereby secured.

12. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable

times and access thereto shall be permitted for that purpose.

13. 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 the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case 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.

14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that the 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 thereof, produce and exhibit to Trustee the principal notes. Paresenting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport 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 principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

15. Trustee may resign by instrument in writing lived in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are

herein given Trustee.

16. This Trust Deed and all provisions hereof, shall extend to the 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

17. Before releasing this trust deed, Trustee or successor trustee snall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee of successor trustee shall be entitled to reasonable

compensation for any other act or service performed under any provisions of this Trust Deed.

18. The provisions of the "Trust and Trustees Act" of the state of Illinois shall or applicable to this Trust Deed.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE
BORROWER AND LENDER THE
INSTALLMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY
THE CHICAGO TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR
RECORD.

idea	atification No.	90.53.53
TH	E CHIÇAGO	Trust company, trustee
BY.	N A	an Stiedle i
	Assistant Vice	President, Assistant Secretary

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

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