

TRUST DEED

UNOFFICIAL COPY

99088483

93-17003-50-001 Page 1 of 4

1999-01-27 14:57:05

Cook County Recorder

27.50

CITC Trust Deed 7

Individual Mortgagor

One Instalment Note Interest Included in Payment

USE WITH CITC NOTE 7

Form 807 R.1/95



99088483

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This trust deed consists of four pages (2 sheets 2 sides). 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 September 29, 19 98, between Jorge A. Vera

herein referred to as "Mortgagor" 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as "Holders of The Notes", in the Total Principal Sum of Sixteen thousand dollars and no cents (\$16,000.00) DOLLARS, evidence by one certain

Installment 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 September 29, 1998 on the balance of principal remaining from time to time unpaid at the rate of 1.8% per cent per annum in installments (including principal and interest) as follows: \$240.00 Dollars or more on the 01st day of each

October 1998 and two forty dollars Dollars or more on the 01st 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 01st day of August 19 99. 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 each installment unless paid when due shall result in liquidated damages of:

xxxxxxxxxxxxxx PERCENT OF THE TOTAL MONTHLY PAYMENT FOR EACH PAYMENT MADE AFTER THE 10th DAY OF THE MONTH.

xxxxxxxx LIQUIDATED DAMAGES FOR EACH PAYMENT.

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the notes from time to time, in writing amount, and in the absence of such appointment, then at the office of

Rogelio Llamado 2452 W. Berenice Chicago, Ill 60618 in said city. NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and 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 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 Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF Cook AND STATE OF ILLINOIS to wit:

LOT 38 IN BLOCK 2 IN HAMSONS SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-32-202-032

**UNOFFICIAL COPY**

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 time 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  
(without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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.

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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

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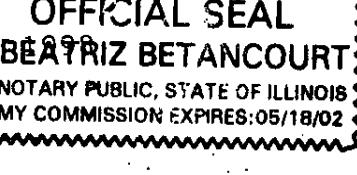
County of COOK

I, BEATRIZ BETANCOURT  
aforesaid. DO HEREBY CERTIFY THAT

a Notary Public in and for the residing in said County, in the state  
JÓRGE A. VERA

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 HE signed, sealed and delivered the said instrument as a  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September,



BBancourt  
Notary Public

**THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:**

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 in 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 lien hereof, and upon request exhibit satisfactory 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 buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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. 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 against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes 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 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 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.
4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 settle any tax lien or other

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All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action was undertaken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and taken, shall be added to the amount of the principal indebtedness so secured and shall bear interest at the same rate as the original debt, and any other monies advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action was undertaken, shall be added to the amount of the principal indebtedness so secured and shall bear interest at the same rate as the original debt, and any other monies advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action was undertaken, shall be added to the amount of the principal indebtedness so secured and shall bear interest at the same rate as the original debt.

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any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or not 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 the 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles 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.

15. 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.

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 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.

IMPORTANT!  
FOR THE PROTECTION OF BOTH  
THE BORROWER AND LENDER  
THE INSTALMENT NOTE 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. 810457

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

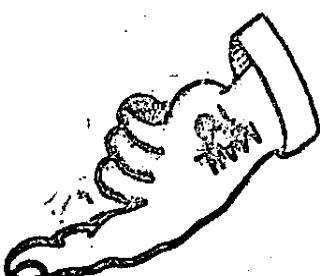
By *Dane Dillen*  
Assistant Vice President, Assistant Secretary.

CTTC Trust Deed 7, Individual Mortgagor One Instalment Note Interest included in Payment, Use with CTTC Note 7.  
Form 807 R. 1/95

[ ] Recorders Box 333

Mail To:

GUILLERMO F. MARTINEZ, ESQ.  
2651 N. MILWAUKEE AVE.  
CHICAGO, IL. 60647  
773 / 278 - 7777  
f 53483



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

2324 N. Monitor

Chicago, Illinois 60639