

UNOFFICIAL COPY

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NON - HOMESTEAD AFFIDAVIT (FOR USE IN TORRENS TRANSACTIONS)

REVISED 4/86 HGL

I/We, Ruben Montijo & Jesus A. Colon, being the title holder(s) to the property registered on Certificate Number

Volume _____, Page _____, in the Office of the Registrar of Titles, Cook County, Illinois, and being

married to Yolanda Montijo

STATE(s):

(1) That the property herein is not homestead property.

(2) (a) That the property herein is held and used, _____

For Commercial Purposes
(insert general purposes: Industrial, Investment, Commercial)
and is (2) (b)

Vacant/developed with Building - Warehouse

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage Act, Ill. Rev. Stat., Ch. 40, §101, et seq.

(4) That neither affiant(s) nor the spouse(s) of same is/are residing on said premises.

This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance effecting said property without the signature(s) of the spouse(s); Said affiant(s) agree(s) to save harmless the Registrar of Titles from any loss, claim, damage and expenses related hereto sustained by acceptance of the said deed and waiving any objection as to homestead rights.

Subscribed and sworn to before me this 12th day of December, A.D. 1987.

Ruben Montijo
Jesus A. Colon

(SEAL)

Zoraida Barreto
Notary Public

" OFFICIAL SEAL "
ZORAIDA BARRETO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES _____

722104 UNOFFICIAL COPY

TRUST DEED

3683858



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 13, 19 87, between RUBEN MONTIJO, MARRIED TO YOLANDA MONTIJO and JESUS COLON, a bachelor 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

TWENTY THREE THOUSAND ----- (\$23,000.00)----- 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 on the balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum in instalments (including principal and interest) as follows:

Two Hundred Seventy Six Dollars & 84/100 (\$276.84)----- Dollars or more on the 10th day of December 19 87, and Two Hundred Seventy Six Dollars and 84/100----- Dollars or more on the 10th 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 10th day of December 19 89. 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 18% 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 LEVATINO & LEVATINO, Attorneys in said City, Chicago, Illinois

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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit: City of Chicago

Lot Twenty Seven (27) in Block Four (4) in the Subdivision of the West Half (1/2) of the South East Quarter (1/4) of the Northeast Quarter (1/4) of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian.

PIN: 13-24-230-042 BCOJ ADD: 4108 W. ARMITAGE AVE CHICAGO ILL 60639

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 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, inador 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.

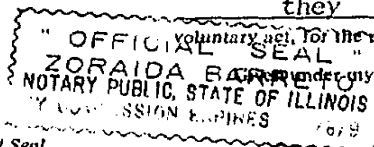
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Signature lines for Mortgagors with seals and handwritten signatures of Jesus Colon and Ruben MontiJo.

I, JEROME LEVATINO a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RUBEN MONTIJO, MARRIED TO Yolanda MontiJo and JESUS COLON, a bachelor

who are personally known to me to be the same person S whose name are subscribed to the foregoing 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.



Signature of Notary Public and date: 14 day of December 19 87.

NOTE IDENTIFIED

3683858

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

PLACE IN RECORDER'S INDEX BOX NUMBER
041480, ILLINOIS
JAN 27 1968

3683858

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 insured under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing or to pay in full the indebtedness secured hereon; all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee, for the benefit of the holders of the note, 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 note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which may be levied or assessed against the premises, and shall pay special taxes, 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 note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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 insured under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing or to pay in full the indebtedness secured hereon; all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee, for the benefit of the holders of the note, 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 note, 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 hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages 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 lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein 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, plus reasonable compensation to Trustee for each matter concerning which action hereon authorized may be taken, shall be so much additional indebtedness secured hereon and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post primary rate set forth in the note securing this trust deed, if any, otherwise the primary rate set forth in the note, 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 Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the necessity of such bill, statement or estimate of or in relation to the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgages shall pay each lien or claim of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of a portion of the principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the mortgagors herein contained.

7. When the indebtedness secured hereon has been foreclosed and the Trustee or 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 included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, and other expenses for documentary and expert evidence, and publication charges, publication costs and costs (which may be estimated as to terms 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 the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereon, and shall be added to the principal amount due on the note at the time of any sale or foreclosure affecting the premises, and shall not be subject to the right to deduct therefrom any amount of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the mortgagors herein contained.

8. The proceeds of any foreclosure sale 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 Mortgages, their heirs, legal representatives or assigns, as their 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 the filing of a bill to foreclose this trust deed, and in case of any such receiver or receiver appointed for such receiver and without regard to the time or 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 full 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 Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may and shall apply the net income of his hands in payment in whole or in part of: (a) The full amount of any secured indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien hereon or of such decree, provided such application is made prior to the closing sale; (b) the deficiency in case of a sale and a deficiency; and (c) the balance of any proceeds of any sale of the premises or of the proceeds of any foreclosure hereunder which are not actually commingled with the proceeds of any other sale of the premises or of the proceeds of any other foreclosure hereunder, whether or not actually commingled.

10. 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 note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at any 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, nor 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 execute any power given hereon unless expressly obligated by the terms hereof, nor shall Trustee 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 hereon given.

13. Trustee shall release this trust deed and the lien hereof 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 hereof 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, 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 note hereon described any note which bears an identification number, reporting to be placed thereon by a prior Trustee hereunder of which contents with the description herein contained of the note and which purports to be executed by the person herein designated as the maker 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 executed by the person herein designated as maker thereof in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgages or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall be entitled to responsible compensation for any other minor service performed under any provisions of this trust deed. The provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable to this trust deed.

722104

CHICAGO TITLE AND TRUST COMPANY,
Trustee.

Assistent Secretary/Assistant Vice President

3683858

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTED SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY.

DEED IS FILED FOR RECORD

Identification No.

MAILED: 5/2/68
JAN 27 1968

3683858