

TRUST DEED (LL-108)
For Use With Form 1444
(Monthly Payments Including Interest)

UNOFFICIAL COPY

3805685

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form make any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INSTRUMENT made APRIL 10, 19 89

between JUAN SANTAMARIA AND ROSA SANTAMARIA
(MARRIED TO EACH OTHER) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

2041 W 17th ST, CHICAGO IL 60608
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

SOUTH CENTRAL BANK AND TRUST CO.

555 W. ROOSEVELT RD. CHICAGO IL 60607
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witness that Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Trustee and delivered to and by which note Mortgagors promise to pay the principal sum of FIVE THOUSAND FIVE HUNDRED AND 00/100

Dollars, and interest from MAY 31, 1989 on the balance of principal remaining from time to time unpaid at the rate of 14.5 per cent per annum, such principal and interest to be payable in installments as follows: ONE HUNDRED NINETY AND 39/100

Dollars on the 15th day of JULY, 19 89 and ONE HUNDRED NINETY AND 39/100 Dollars on

the 15th day of each and every 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 15th day of JUNE, 19 92; all such payments on account of the indebtedness evidenced by said note to be applied first

to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to

the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 14.5 per cent per annum, and all such payments being

made payable at SOUTH CENTRAL BANK AND TRUST CO. or at such other place as the legal

holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the

principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in

case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur

and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the

expiration of said three days, without notice), and the all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of

protest.

NO The Instalment note is payable to ART CRAFT ALUMINUM, but the

above in also in a Note has been assigned to and is now payable to the assignee, which

WARRANT is South Central Bank.

situate, is South Central Bank.

LOT

THIRTY SEVEN (37) IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH,

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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

Permanent Real Estate Index Number(s): 17-19-301-008

Address(es) of Real Estate: 2041 W. 17th ST. CHICAGO IL

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not

secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration

and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades,

awnings, storm door, and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the

mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar "other apparatus," equipment or

articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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

Mortgagors do hereby expressly release and waive.

The name of a record owner is: JUAN SANTAMARIA AND ROSA SANTAMARIA (MARRIED TO EACH OTHER) AS JOINT TENANTS

WITH RIGHT OF SURVIVORSHIP

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs,

successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Juan Santamaria (Seal) Rosa Santamaria (Seal)

JUAN SANTAMARIA (Seal) ROSA SANTAMARIA (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said County

of the State aforesaid, DO HEREBY CERTIFY that JUAN SANTAMARIA AND ROSA SANTAMARIA,

HIS WIFE personally known to me to be the same person S whose name S 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, including the release and waiver of the

right of homestead.

Given under my hand and official seal, this 10th day of APRIL, 19 89

Commission expires May 30, 1992

This instrument was prepared by MARILU LUNA 555 W. ROOSEVELT RD.

(NAME AND ADDRESS)

Mail this instrument to SOUTH CENTRAL BANK AND TRUST CO. 555 W. ROOSEVELT RD

CHICAGO IL 60607 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. _____

3805685

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THESE MORTGAGES:

UNOFFICIAL COPY

1. Mortgagors shall (1) keep said premises in good condition and repair, without expense, 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 free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated 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 holders of the note; (4) complete within a reasonable time any building or buildings 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 or as previously consented to in writing by the Trustee or holders of the note.

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 note the original or 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 may 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 and windstorm 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 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 therein, Trustee or the holders of the note 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 prior lien or title or claim thereof, or redeem from any lien or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantees 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 or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 or are usual in such cases. In the reception, possession, control, management and operation of the premises during the whole of said period, 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: (1) 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; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed 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 all 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 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof 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 to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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 herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports 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 or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE COPY SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

3306885

3306885

REGISTRAR OF TITLES

Subject to the provisions of the Mortgage Note mentioned in the within Trust Deed, the undersigned hereby certifies that the following is a true and correct copy of the original of the same as the same appears in the office of the Registrar of Titles.

1231

38688
38688
38688

