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TRUST DEED

Trust Deed 9 Individual
Mortgagor Secures One
Instalment Note Interest in
Addition to Payment
USE WITH NOTE 9
Form 134 R.6/98

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2002-02-22 14:05:12
Cook County Recorder 79.00



C.T.I./W
17972851
2202204

This trust deed consists of six pages (3 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.

11/15/98

THIS INDENTURE, made February 6, 2002, between
LUIS MEZA and ELSA LUERA MEZA, Husband and Wife
herein referred to as "Mortgagors" and CHICAGO TITLE LANDTRUST 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 TWENTY-FIVE THOUSAND and NO/100 - - - - - DOLLARS, evidenced 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 in installments as follows: Two Hundred Ten and 96/100 (\$210.96) Dollars or more on the 1st day of March 2005, and Two Hundred Ten and 96/100 (210.96) Dollars or more on the 1st day of each month thereafter, to and including the 1st day of February 2020, with a final payment of the balance due on the 1st day of February 2020, with interest from on the principal balance from time to time unpaid at the rate of 6 per cent per annum; provided that each installment unless paid when due shall result in liquidated damages of:

1. \$ 25.00 PER LATE PAYMENT, or
2. _____ PERCENT OF THE PRINCIPAL PAYMENT, or
3. _____ NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

1. BOX 333-CTI

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and all of said principal and interest being made payable at such banking house or trust company in Oak Park, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Oak Park Residence Corporation, in said city, 21 South Boulevard, Oak Park, IL 60302

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 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 16 AND THE NORTH 1/2 OF LOT 17 IN BLOCK 8 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1131 South Lombard Avenue, Oak Park, IL 60304.

P.I.N. 16-17-319-031.

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.

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

Elsa Lucia Meza [SEAL]
ELSA LUCIA MEZA [SEAL]

[Signature] [SEAL]
ELSA LUCIA MEZA [SEAL]

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4. In case of default therein, Trustee or the holder 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 or forfeiture 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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 option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. 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 notes, or any of them, 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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. 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including 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.

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STATE OF ILLINOIS

SS

COUNTY OF Cook

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

in the state aforesaid, DO HEREBY CERTIFY THAT LUIS MEZA and ELSA LUERA MEZA

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 said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of, February 2002

Notary Public Jenney Bell

Notarial Seal



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.

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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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; 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 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 sale, without notice, without regard to the solvency or insolvency of the 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 the 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 of 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 for the protection, 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: (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.

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 notes hereby secured.

11. 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.

12. 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.

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 notes, 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 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.

14. Trustee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. 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 of 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.

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

Identification No. 824109

CHICAGO TITLE LANDTRUST COMPANY

BY Donna A. Cannon
Assistant Vice President, Assistant Secretary.

Trust Deed 9. Individual Mortgagor Secures One Instalment Note Interest in Addition to Payment Use with Note 9 Form 134 R.6/98

[] RECORDER'S OFFICE BOX NUMBER 333

[X] MAIL TO:

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME Richard A. Martens
STREET 20 N. Wacker Drive #1660
CITY Chicago, IL 60606

1131 S. Lombard
Oak Park, IL 60304

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**RIDER ATTACHED TO AND MADE PART OF THAT CERTAIN
JUNIOR TRUST DEED DATED FEBRUARY 6, 2002 BETWEEN
LOU AND ELSA MEZA (MORTGAGOR) AND CHICAGO TITLE
INSURANCE COMPANY (TRUSTEE)**

**TO SECURE A NOTE IN THE PRINCIPAL
AMOUNT OF \$25,000.00**

1. THIS RIDER supplements and modifies the provisions of the Junior Trust Deed described in the caption of this Rider and together therewith constitutes one Junior Trust Deed. In the event of any inconsistency between the provisions of this Rider and the provisions of the Junior Trust Deed, the provisions of this Rider shall in all cases prevail and all conflicting provisions in the Junior Trust Deed shall be deemed deleted. All terms defined in the Junior Trust Deed and used in this Rider shall have the same definition as set forth in the Junior Trust Deed.

2. Notwithstanding anything herein contained, whether express or implied to the contrary, Trustee and the holder or holders of the Note, from time to time for themselves and their successors and assigns, covenant and agree that all of their rights and powers under this Junior Trust Deed are subordinate and subject to the rights of the mortgagee under that certain mortgage (the "First Mortgage") dated ~~February~~ 2002, made by Lou and Elsa Meza to Primera Mortgage Company, as Mortgagee, to secure a note in the amount of \$ 142,500.00 (the "First Note").

3. Mortgagor covenants and agrees to comply, on a timely basis, with all of the terms and provisions of the First Note and First Mortgage as long as said First Note and First Mortgage are in effect and unreleased. Any default under the First Note and/or First Mortgage shall, if it is not timely cured, also constitute a default under this Junior Trust Deed and the Installment Note secured hereby (the "Note"). Mortgagor shall immediately notify the holder of the Note of any written notice which Mortgagor received from the holder of the First Note, of any default under the First Note and/or First Mortgage.

4. It shall be an immediate default hereunder if Mortgagor shall create, effect, consent to, or enter into, any contract for sale, or shall suffer or permit any conveyance, sale, assignment, transfer or alienation of the real property encumbered hereby, or any part thereof, regardless of whether any such contract for sale, conveyance, sale, assignment, occurs voluntarily, involuntarily, by operation of law or otherwise; provided, however, that the foregoing prohibitions of this paragraph shall not apply to (i) liens securing the indebtedness evidenced by the Note, (ii) liens for real estate taxes and assessments which are not yet delinquent, (iii) the lien of the First Mortgage, (iv) a transfer by demise, descent or

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by operation of law upon the death of a joint tenant, (v) the lien(s) securing any indebtedness which is junior and subordinate to the lien hereof and the indebtedness secured hereby; or (vi) the grant of any leasehold interest in the real property encumbered hereby, provided that such grant is in the ordinary course of Mortgagor's ownership and operation of such real property and that such grant does not contain or include an option to purchase the real property encumbered hereby.

5. In the event of a default under the Note or this Junior Trust Deed, which default is not timely cured by Mortgagor (in accordance with the cure provisions set forth in the Note), after Mortgagor's receipt of notice of such default (also in accordance with the provisions set forth in the Note) then, the holder of the Note secured hereby may, at its option, declare all the sums secured by this Junior Trust Deed to be immediately due and payable.


6. Subject to the terms of the First Mortgage, First Note and paragraph 1 of the Junior Trust Deed, Mortgagor may utilize casualty insurance proceeds to rebuild any buildings or improvement now or hereafter on the real estate encumbered hereby.

7. In the event that Lou Meza and ^{LUERA}Elsa Meza ("Mortgagors") reside continuously at the premises from January 1, 2002 through December 31, 2004 and in the event that the Mortgagors cure all code violations cited by the Village of Oak Park in its notice of violations dated November 8, 2001 on or before the date indicated for that violation on the attached Schedule of Completion Dates, this Trust Deed and the Note which it secures shall forthwith be cancelled and a Release Deed furnished to the Mortgagors. If either of the foregoing conditions are not satisfied, then payment of principal and interest shall commence on March 1, 2005 pursuant to the terms of the Installment Note.

IN WITNESS WHEREOF, Mortgagor has executed this Rider to Junior Trust Deed, this 6th day of February, 2002.



Lou Meza
LUIS



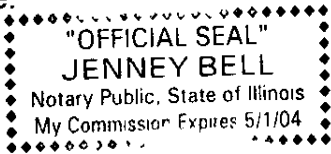
Elsa Meza
LUERA

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, ~~the undersigned~~ ^{Lea Meza} Notary Public in and for said County and State, do hereby certify that ~~Lea Meza~~ ^{Lea Meza} and Elsa Meza personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have read and signed said instrument and that the statements contained therein, and each thereof, are true.



Jenney Bell

Notary Public

February 6, 2002
Date

After Recording Return To:

Richard A. Martens, Esq.
20 N. Wacker Drive – Suite 1660
Chicago, IL 60606

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The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.383.6692
TTY 708.383.0048
village@vil.oak-park.il.us

November 8, 2001

Oak Park Residence/Ed Solan
21 South Blvd
Oak Park, IL 60304

Re: 1131 So Lombard
Inspection Date: November 8, 2001
Reinspection Date: December 7, 2001

Dear Mr Solan:

Subsequent to the receipt of a citizen complaint, an inspection made of your property on the date shown above revealed conditions which are in need of immediate attention. Those conditions listed below which are preceded by a "V" are code violations which must be corrected by the reinspection date shown above. Those conditions, which are preceded by a "D" are deficiencies which require your attention before they deteriorate to violation status.

Items	Conditions to be Corrected
1V	Repair/replace deteriorated roof
2V	Replace rotted gutters and downspouts
3V	Repair/replace rotted risers and treads on front porch
4V	Resecure loose handrail on front and rear porch
5V	Replace deteriorated decking on front porch
6V	Scrape and paint trim and siding where applicable
7V	Replace all broken windows
8V	Replace rotting boards in ceiling of front porch
9V	Remove debris from under rear porch
10V	Repair/replace damaged lattice on rear porch

The high standards of maintenance and high property values we enjoy in Oak Park are possible only through the continued concern of each property owner. Should you have any questions concerning this matter, please feel free to call me at (708)358-5449.

Sincerely,

Michael Hampton
Property Maintenance Inspector
THE VILLAGE OF OAK PARK
BUILDING AND PROPERTY MAINTENANCE DEPARTMENT

M.H:mcg

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**1131 South Lombard
Building Code Violations
Schedule of Completion Dates**

<u>Item</u>	<u>Description</u>	<u>Completion Date</u>
1	Repair active roof leaks (1)	6/30/02
2	Replace rotted gutters & downspouts	6/30/02
3	Repair/replace rotted risers & treads on front porch	9/30/02
4	Resecure loose handrail on front & rear porch	3/31/02
5	Replace deteriorated decking on front porch	9/30/02
6	Scrape and paint trim & siding where applicable	6/30/02
7	Replace all broken windows	3/31/02
8	Replace rotting boards in ceiling of front porch	9/30/02
9	Remove debris from under rear porch	3/31/02
10	Repair/replace damaged lattice on rear porch	3/31/02

Notes

- 1) Tear-off & replace main roof by 12/31/03

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