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DEED OF TRUST

Tucson, Arizona 85705  
P.O. Box 50127  
Banco Internacional de Arizona

When recorded return to:  
Box 533

This Deed of Trust, made this 23rd day of August

1976 by and between Joseph L. Canchola and Carmen Canchola

Chicago Little Insurance Company  
111 W. Washington St., Chicago, Illinois 60602  
Banco Internacional de Arizona  
801 W. Congress St., Tucson, Arizona 85705  
in participation with United Business Administration, an agency of the United States

Witnesseth, that in consideration of \$100 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of Maricopa, State of Arizona:

Parcel #1 Lot 168 in Burr Blynn, a Resubdivision in the Southeast Quarter of the Northeast Quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.  
Parcel #2 Lot 25 in Realcoa Subdivision in Arlington Heights, being a Subdivision in the Southeast Quarter of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Any default in any prior encumbrances which also constitute a default in this Deed of Trust.  
Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, including air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging or in anywise appertaining, and the reversion and remainder and remainders, and the rents, issues, and profits of the above described property, to have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a promissory note of this date, in the principal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00)

signed by Joseph L. Canchola and Carmen Canchola in behalf of Joseph L. Canchola and Carmen Canchola #13811

A-690547

Office

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Trustee. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to apportionment. The Grantor hereby waives and assigns all rights of apportionment to the Trustee.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payment of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and a reasonable attorney's fees; secondly, to payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an amount not in excess of \_\_\_\_\_ percent of the gross amount of said sale or sales, provided, however, that the amount of such fee shall be reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

4. The Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereon. Upon such default in payment or performance, and before or after such entry, the Trustee, acting in the execution of this Trust, shall have the power to sell said property, to (resell) at public auction, to the highest bidder, first giving at least four weeks' notice of the time, terms, and place of such sale, by advertisement, not less than once during each of a 14-day period, published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Grantor (and the Beneficiary or any person on behalf of the Beneficiary may bid and purchase at such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of default upon which the execution of the power of sale herein granted depends; and the said Grantor hereby consents and agrees that the attorney, in fact to make such receipts and to execute said conveyance and act by covenant and agree that the receipt and conveyance shall be binding and conclusive upon the Grantor, and said conveyance shall be effective to bar all claims or rights of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event of a sale as hereinabove provided, the Grantor, or any person in possession under the Grantor, shall then become, and be deemed to be, a tenant, holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily evicted, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said indebtedness. The Beneficiary or assigns may take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which the Beneficiary deems proper to protect the security hereby, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereon, including rents accrued and unpaid, and apply the same to the costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said and apply the same to the costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any action hereunder or constitute to such notice but shall be cumulative to any right and remedy to declare default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorney's fees shall be secured hereby.

2. Upon the full payment of the indebtedness evidenced by said note, and the interest thereon, the payment of all other amounts herein provided for, the repayment of all monies advanced or expended pursuant to said note or this instrument, and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Grantor.

1. This conveyance is made upon and subject to the further trust that the said Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including reasonable attorney's fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said property after any sale which may be made as hereinafter provided.

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valid acquittance thereof and to appeal from any such award.

12. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply to the court for the same.

11. For better security of the indebtedness hereby secured the Grantor upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additional, in-...

10. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds him-...

9. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary, hereby authorized to...

8. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust, any lien or claim in favor of or superior to the lien of...

7. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to...

6. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured...

5. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the...

4. The Beneficiary and Beneficiary may make proof of loss if not made promptly for such part thereof, may be applied for by Beneficiary at its option either to the reduction of the indebtedness hereby...

3. He will continuously maintain hazard insurance of such type or types and in such amount as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will...

2. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official re-

1. The Grantor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official re-

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the...

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured...

e. The Beneficiary and Beneficiary may make proof of loss if not made promptly for such part thereof, may be applied for by Beneficiary at its option either to the reduction of the indebtedness hereby...

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to...

g. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary, hereby authorized to...

h. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust, any lien or claim in favor of or superior to the lien of...

i. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply to the court for the same.

j. For better security of the indebtedness hereby secured the Grantor upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additional, in-

k. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds him-

l. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary, hereby authorized to...

m. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the...

n. The Beneficiary and Beneficiary may make proof of loss if not made promptly for such part thereof, may be applied for by Beneficiary at its option either to the reduction of the indebtedness hereby...

o. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to...

p. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary, hereby authorized to...

q. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust, any lien or claim in favor of or superior to the lien of...

r. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply to the court for the same.

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13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.

14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Grantor, the Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the female sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

*Joseph L. Canchola*  
Joseph L. Canchola  
*Carmen F. Canchola*  
Carmen Canchola

Executed and delivered in the presence of the following witnesses:  
Dawid Kujawa  
(NAME)  
P.O. Box 50127, Tucson, AZ  
(ADDRESS) 85705

(Add Appropriate Acknowledgment)

STATE OF ARIZONA )  
County of Pima ) ss.

On this 23<sup>rd</sup> day of August, 1976, before me, the undersigned Notary Public, personally appeared Joseph L. Canchola & Carmen Canchola known to me (or satisfactorily proven) to be the person's whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires:

March 30

*Henry G. Cantrell*  
Notary Public

DEED OF TRUST

Between  
GRANTOR  
TRUSTEE  
BENEFICIARY

9000 COUNTY, IL 10019  
FILED FOR RECORD  
SEP 9 1976 12 43 PM

BOX 533

RECORDING DATA

RECORDED OF DEEDS  
23629108

Return to:  
Address:

U.S. GOVERNMENT PRINTING OFFICE: 1971-O-71-414