



TRUST DEED

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 28 19 86 between RICHARD MEDINA and MELISSA MEDINA, husband and wife, 609 Park, Streamwood, Illinois 60103

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

TEN THOUSAND AND NO/100-----DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on with interest thereon from June 1, 1986 until maturity at the rate of ten percent per annum, payable XXXXXXXXXXXX on the 1st day of June, 1986 and of on the * XX XXXXX; all of said principal and interest bearing interest after maturity at the rate of fifteen percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Streamwood, 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 Agnes Wrich, 910 Hillcrest Blvd, Hoffman Estates, Illinois. XXXXXXXXXXXX

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 Village of Streamwood COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 869 in Woodland Heights Unit 2, being a Subdivision in Sections 23 and 26, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's office on November 28, 1968 as Document Number 17389928 and filed in the Registrar's office as Document Number LR1831943, in Cook County, Illinois

P.I.N. 06-23-410-005 *hr*
609 Park
Streamwood, IL 60103

This instrument prepared by:
Dianne L. Marks
500 Park Blvd. #295c
Itasca, Illinois 60143

DEPT-01 RECORDING \$11.25
T#3333 TRAN 4746 10/21/84 10:47:00
#8610 #A #04-488834
COOK COUNTY RECORDER

THIS INSTRUMENT IS A SECOND MORTGAGE

*first day of each month thereafter, interest paid in advance, with the final payment of principal and any accrued interest due on June 1, 1991.

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, 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.

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.

Richard Medina (SEAL)
RICHARD MEDINA (SEAL)

Melissa Medina (SEAL)
MELISSA MEDINA (SEAL)

STATE OF ILLINOIS, }
County of DuPage } SS.

I, the undersigned
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Richard Medina and Melissa Medina, husband and wife

who are 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.

Given under my hand and Notarial Seal this 28th day of May 1986

Notarial Seal

Dianne L. Marks Notary Public

UNOFFICIAL COPY

500 Park Boulevard Suite 295 C
Dianne L. Marks, Attorney at Law

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY
Trustee
Assistant Vice President

Identification No. 22207

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which have become damaged or destroyed; (b) keep said premises in good condition and repair, without waste and loss, and free from any liens or claims for tax or explicitly authorized by the lien hereof; (c) pay when due any indebtedness which may be required by a lien or claim on the premises or for the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien; (d) pay when due any taxes or assessments levied or assessed against the premises or any portion thereof; (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. Mortgagee shall pay before any general attachment, execution, judgment, or other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due.

3. Mortgagee shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have in force a policy of insurance against such loss or damage) by the mortgagee or the mortgagor, and shall deliver to each party, and shall deliver to each party, a copy of such policy, and shall deliver to each party a copy of such policy, and shall deliver to each party a copy of such policy.

4. In case of default, the mortgagor shall pay to the mortgagee, in full under protest, in the manner provided by statute, any tax or assessment which the mortgagor may owe to the mortgagee.

5. The trustee or the holders of the note hereby secured shall have the right to make any investigation or estimate of the value of the premises, and to make any investigation or estimate of the value of the premises, and to make any investigation or estimate of the value of the premises.

6. Mortgagee shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to the mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding payment of any interest, be due and payable when default shall occur and continue for three days in the event of default.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, and any suit to foreclose the lien hereof, shall be paid or incurred by or on behalf of the mortgagor, and the mortgagor shall be liable for all expenses and costs of such suit, including reasonable attorney's fees, and the mortgagor shall be liable for all expenses and costs of such suit, including reasonable attorney's fees.

8. The proceeds of any foreclosure sale of the premises, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute the proceeds of such sale, shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure sale; second, to the holder of the note, and interest thereon; and third, to the mortgagor, their heirs, legal representatives or assigns, in their right as may appear.

9. Upon, or at any time after the filing of a bill of foreclosure this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made without regard to the value of the premises, and without regard to the value of the premises, and without regard to the value of the premises.

10. No action for the enforcement of the lien or of any provision hereof shall be brought until after the expiration of the period of thirty days after the filing of a bill of foreclosure, and no action for the enforcement of the lien or of any provision hereof shall be brought until after the expiration of the period of thirty days after the filing of a bill of foreclosure.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and places, and to inspect the premises at all reasonable times and places, and to inspect the premises at all reasonable times and places.

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 Trust Deed, nor shall Trustee be obligated to record the Trust Deed or to exercise any power hereof given 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, in its discretion, indemnify itself and its agents and employees from and against any and all claims, damages, losses, costs and expenses which may be incurred by or for the agents or employees of Trustee, and it may, in its discretion, indemnify itself and its agents and employees from and against any and all claims, damages, losses, costs and expenses which may be incurred by or for the agents or employees of Trustee.

13. Trustee shall release this Trust Deed and the lien thereon 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 and a 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 and a proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid.

14. Trustee may assign by instrument in writing the benefit of this Trust Deed to any successor in title, and the then Recorder of Deeds in the county in which the premises are located shall be deemed to have accepted such assignment, and all provisions hereof shall extend to and be binding upon the successors and assigns of the mortgagor, and the mortgagor shall be deemed to have accepted such assignment, and all provisions hereof shall extend to and be binding upon the successors and assigns of the mortgagor.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon the successors and assigns of the mortgagor, and the mortgagor shall be deemed to have accepted such assignment, and all provisions hereof shall extend to and be binding upon the successors and assigns of the mortgagor.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by a fee schedule in effect when the Trust Deed is issued, and Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed, when more than one note is made.

17. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by a fee schedule in effect when the Trust Deed is issued, and Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed, when more than one note is made.

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