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CAUTION: Consum a lawyer bullore using or acting under this form All warningles, including merchantability and fitness, are excluded

OR RECORDER'S OFFICE BOX NO.

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THIS INDENTURE, made	September 9,	<u></u>		Taga		
hetween W1111am F	R. Mendoza and Leilan	i Mendoza, his	A STATE OF THE STA	to the second control of the second control		
wife in Joir	nt Temancy	: Pugggant - 19148 Access 4 MSG - 1864 - 1864//55 / 18		. A second secon		4.4 (2) 17
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NO. AND STR herein referred to us "Mortg	iger, and Commorcial N	ational Bank	lix		6-8-697	్ చ
of Chicago		o i dissipanta de la composição despresa de desprésa de la composição de l		COUNTY RICC	MOKR (*) Element	
4800 N. West	tern Ave., Chicago, I	llinois		the second second	and the second	
- (NO. AND SIDE	(CITY) as," witnessofh: That Wherens Mort pat promissory note, termed "Instal	(21414)	The A	obove Space For Record	ler's Use Only	
to the legal holder of a princi herewith, executed by Morta	pat promissory note, termed "Instat tagors, made payable to Benrygand	Iment Note," of even date delicated, want by which P TDOUS AND ONE	hundred twen	ty two and 81/	100	
Dollars, and interest from	nations, made payable to Henreconding the principal som of his Phile November 21, 1986 on a nutrition install the payable in the payable	the balance of principal te	manning from time to t	ime unpaid at the tate of	r. 21.20 percent	
per annum, such principal su	re and interest to be payable in insta or December 19 86 and	llments as tollows: One	hundrod sevi	enteen and 97/ d 97/100	Dollar	
the 21st day of each	and or governmenth the reafter until said	d note is fully paid, except	that the hual payment	of principal and interes	t, if not sooner paid,	
shall be due on the 215t.	November 689 ston the on hid principal balance un	.; all such payments on acc d the remainder to princip	ount of the indebtednal; the portion of each	ess gyadenced by said no of said installments cons	te to be applied first dituling principal, to	
the extent not paid when du	e, to ben in regulater the date for exchal Nacional Bank.	payment thereof, at the ra	10 of 21.20 per e	ent per annum, and all s	ach payments being	
- lead the cel the actor may from	time to lime by Gramo around with	eli mate limithor mas ides th	nt at the election of the	i legat holder ther e al and	d without notice, the	
principal som remaining unpease default shall occur in the	and thereon, (Spettie) was accrued a payment, when due, or, as installing a the performance of any of act agree	marest (bereon, shall been ent of principal or interest)	one at once due and pa in accordance with the	gyablo, at the place of pa furns therout or in cas	ayment atoresaid, in e default shall occur	
expiration of said three days.	, without notice), and or call parties	oneill contained in this 1 m s thereto severally waive p	resentment for payme	nt, notice of dishonor, p	profest and notice of	
NOW, THEREFORE, 6	o secure the payment of the said prince this Trust Deed, and the performance	cipal sum of money and into	orest in necordance wit	h the terms, provisions	and limitations of the	
also in consideration of the s	sum of One Dollar in hand paid the	receipt whereof is hereb	v acknowledged, Mo teal Estate and all of t	rigingors by these present their estate, right, title i	us CONVEY AND	
situate, lying and being in the	City of Chicago	, COUNTY	Cook	AND STATE OF	FILLINOIS, to wit:	
Lot 18 in 81	lock 1 in S.E. Gross'	Supdivision of	the E. s of	Block 6 in Ham	bleton's	70
Subdivision	of the E.b of the NW	A of Section 3	35, Township	40 N., Range 1	3, East	ئان ورام
of the Third	l Principal Meridian,	in Cook county	, Illinois.	Server and the server	7.5 	Ğ.
Common addre	ess: 1 3714 W. Shakesp	eare, Chicago	Illinois	All Property of the Control of the C	▶ 10 (10 m)	
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I.D.# 13-35	5-119-042	97 DVO	Ž-C			976
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which, with the property here	einafter described, is referred to her	97 DVO	o belonane, soil. 4 te	nts, issues and profits the	ereof for so long and if real estate and not	976
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- THE FOLLOWING ARE THE COVENATITATION TO TOTAINS AND PROVISIONS (EFFRETITION PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH IGRM A PACE OF THE PROVIDED WHICH THERE BEGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any huildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) 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; (4) 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; (5) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) 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, lighting 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 tax alle 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 reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note 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 the rate of time per cent per annum; Inaction of I rustee or holders of the note shall never be considered as a waiver of any right activing 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, reatement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the varidity of any tax, assessment, sale, forfeiture, tax lies or claim thereof.
- 6. Mortgagors shall pay ract item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hulders of the principal inte, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the 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 served 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 anall 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 (eb). In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures at rexpenses which may be paid or incurred by or an behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, or any six for documentary and expense evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended "...t., entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sir ilar inta 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 hidders 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 more distribly 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 proceedings, to which either of them shall be a party, either as plantal, and defendent, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the cummencement of any suit for a coreclosure hereot after accural of such right to toreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or preparation which either or the premises or the security hereof, whether or not actually commenced; or (c) pre 11 11 Girmmani
- 8. The proceeds of any foreclosure sale of the premises shall be 25% intert and applied in the following order of priority: First, an account of all custs 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 independence and items which under the terms hereof constitute secured independence and items which under the terms hereof constitute secured independence and items which under the note hereby secured, with interest thereon as herein-provided; third, all principal and interest remaining of paid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or al and time after the filing of a complaint to foreclose this Trust D ed 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 heavy 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 c so to sale and a deficiency, during the full statutory period for redemption; whether there be redemption or not, as well as during any further, mes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers what, 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: (1) 107 indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or occ. me 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 tin es ard 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 frist a be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable (c. any acts or omissions) thereunder, 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 the 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 hereinder 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 and he has never executed a certificate on any instrument identifying same as the principal note described herein, 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; __Commercial_National_Bank_of_Cingo. shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Decus 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 emitted 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 or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. 000000

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No

Larry E. Norris, Asst. Vice President