

TRUST DEED

JAN-23-06 37297 86031748 A Rnc 11.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 16, 1986, between Juan Fuentes & Amelia Fuentes, his wife

herein referred to as "Mortgagors," and DOWNERS GROVE NATIONAL BANK, A National Banking Association located in Downers Grove, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of Twelve thousand three hundred seventy six dollars & 80/100 Dollars (\$12,376.80),

evidenced by one certain Installment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to Bearer and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 13.25 % per annum in installments as follows:

Two hundred six dollars and 28/100 Dollars (\$206.28),

on the 1st day of March, 1986 and

Two hundred six dollars and 28/100 Dollars (\$206.28),

on the 1st day of each 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 1st day of February, 1991

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of % per annum, and all of said principal and interest being made payable in lawful money of the United States of America at the office of the Downers Grove National Bank, Downers Grove, Illinois or to such place as the legal holder thereof may from time to time appoint in writing.

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 agreement 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The S. 20 feet of Lot 17 & Lot 18 (except the S. 13 feet thereof) in Block 13 in White & Coleman's LaVerne Subdivision being a Subdivision of Blocks 18 to 28 both inclusive in Cheviot's First Addition in the NW 1/4 of Section 32, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID No.: 16-32-123-024 TP

This is a junior lien subject to a first mortgage with Lincoln Federal Savings & Loan Assoc. of Berwyn, recorded on 06-07-74, as document #22657205.

This instrument was Prepared by Pamela S. Gangel Main & Curtiss, Downers Grove, IL 60515

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

TOGETHER with all buildings, 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 placed primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter placed 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, 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.

It is Further Understood and Agreed That:

- 1. Mortgagors shall (1) 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 in good condition and repair, without waste, and free from mechanics' 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 authorized by the 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 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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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 in the contract in such 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; in case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.
- 4A. Mortgagors shall keep all buildings or improvements and the "premises" insured against flood hazards under the National Flood Insurance Program as provided for in the Flood Disaster Protection Act of 1973.

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4. In case Mortgagors shall fail to perform any covenant herein contained, Trustee of the Holders of the Note hereon, need not make any payment or perform any act herebefore required of Mortgagors... 5. 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. 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. 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. 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. 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 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. 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. 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. 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed. 16. Without the prior written consent of the Holder, the Mortgagors shall not convey or encumber title to the Premises. 17. To further secure the obligation, the Mortgagors agree to deposit with the Trustee, or noteholder, on the _____ day of each month, commencing _____, 19____, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real-estate taxes, special assessment levies and property insurance premiums. 18. If any Mortgagor is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditor of such Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

WITNESS the hand and seal of Mortgagors the day and year first above written. Juan Fuentes, Amelia Fuentes

Juan Fuentes, Amelia Fuentes (with signatures and seals)

STATE OF ILLINOIS, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of DuPage, Juan Fuentes & Amelia Fuentes who are personally known to me to be the same persons whose names 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 Notarial Seal this 16th day of January, A.D. 19 86. (with Notary Seal)

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. DOWNERS GROVE NATIONAL BANK, as Trustee by (with signature)

D NAME DOWNERS GROVE NATIONAL BANK
E STREET Main at Curtiss Street
I CITY Downers Grove, Illinois 60515
V
E
R OR
Y INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES. INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3340 S. Lombard Ave. Berwyn, IL 60402

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