UNOFFICIAL C
TRUST DEED 82502

	, /			
60647	Z			87 19, between
90		Tila Perez and Aida Cr	espo, as joint tenants with survivorship	the right of herein selected to,
		together with its successors or assigns,	us "First Party," and	Cole Taylor Bank/Kain
fnofx		an Illinois corporation herein referred t	o as TRUSTEE, witnesseth:	1100
11	i !	THAT, WHEREAS First Party has con	currently herewith executed an ins	tallment Note bearing ever dat there!
I	i	with in the Principal Sum of Fifty-f	ive thousand and no/100	
Chicago, Illinois	-	made payable to BEARING the ord	er of Cole Taylor Bank/Main_	
		in and by which said Note the First P		
		Trust Agreement and hereinafter specific Septuaber 18, 1987	ically described, the said principal su	im and interest from
Avenue.	•	paid at the rate of Eleven (11)	Det cent per annum in i	including from time to time un-
รูบถ	twe	enty-five & 13/100 Dollars on t		
_		enty-five & 13/100 Pollars on t	he <u>18th</u> day of each	ronth thereafter until
FOL # 663005 July Ofter Laura Maly1, 1965 North Milwaukee	! !	said Note is fully paid except that the f		
- 23	!	the 18th day of	<u>September 19.90 ; and</u>	l all such payments on account of the
		indebtedness evidenced by said Now to		
が知		mainder to principal; and if any installa	ent is not paid at its maturity, inter	est thereafter on the unpaid principal
35		amount of said Note shall be computed	la a rate per annum four percent	in excess of the rate set forth above.
0.0		which rate shall continue in effect unt	il all past due principal and interes	t installments and post-maturity rate
∧ Z		interest due as a result thereof have be-	en paid; and all of said principal and	d interest being made payable at such
86		banking house or trust company in	Chicago	Illinois, as the holders
.2.±		of the Note may, from time to time, ir	writing appoint and in absence of	such appointment, then at the office
3:	;	ofCook County	in said City,	
71.5	•			
-1-				and said interest due on said Note in accordance
一つ 盟		with the terms and conditions thereof and of this Tri- to the holders of the Note, whether now existing or h		
W.E.		several, including but not limited to the guaranty or	guaranties (whether now existing or herea ter	attsing) of any indebtedness owing by a person,
€+ ••	,	partnership of corporation to the holders of the Not		
≥ ≥≥	•	acknowledged, does by these presents grant, remise, Estate situate, lying and being in the COUNTY Of		1 6
ູ້ອ		•		
% r		LOT 19 IN SOUTHWORTH'S SUBDIVISI	ION OF THE NORTH & OF BLOCK I	II IN CANAL TRUSTEES!
₹3°	•	SUBDIVISION OF THE WEST 1/2 OF SEC	TION 5, TOWNSHIP 39 NORTH, I	RANGE 14 EAST OF
SOBSC NI Prepared by	(THIRD PRINCIPAL MERIDIAN, IN COC CHICAGO, ILLINOIS**	IN COUNTY, ILLINOIS COMMONLY	KNOWN AS 1345 BOSKORTH,
1730				CT CT

5 (AMORTIZATION FORMAND)

1587 SEP 24 JH 11: 28

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

CNO PIN# 17-05-116-008-0000-580

D	Name	Laura Malyj
L	Street	Cole Taylor Bank/Main 1965 North Milwaukee Avenue
ERY	City	Chicago, Illinois 60647 LOAN # 1-1248

or RECORDER'S OFFICE BOX NO. ...

for information only insert street address of above described property.

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TOGE HER with all approvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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, in-a-door 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trust begin the forth.

HE IS FU', THEIR UNDERSTOOD AND AGREED THAT:

- 1. Until the inject edness aforesaid shall be fully paid, and in case of the failure of First Party, to: (1) promptly repair, restore or rebuild any buildings or improvements yow or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without ware and free from mechanic's or other liens, claims for lien, second mortgages, or the like; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said are nises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special agestiments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee of the note of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 bereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, it ease 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 deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, to delign, tenewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, in he any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payur als of principal or interest on prior encumbrances, if any, and principale, dischange, compromise or settle any tax lien or other prior lien or title or claim flienof, or redeem from any tax sale or torfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes here: 1900 norized and all expenses paid or incurred in connection therewith, including attorneys' tees, whether arising before or after the filing of a suit to fore 10% the lien of, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasons of compensation to Trustee for each matter concerning which action authorized may be taken, shall be so much additional indebtedness secured neighbor and shall become immediately due and payable without notice and with interest thereon at a rate per annum equal to the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of the Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee of the holders of the Note hereby secured making any payment bereby authorized celating to taxes of assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 3. At the option of the holders of the Note and without notice to the First Party, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of detailst in making payment of any installment of principal or interest on the Note, or (b) in the event of the failure of First Party to comply who apply of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph 1 hereof and such failure shall continue for three days, said option to be exercised at any time after the expiration of said three-day period.
- 4. 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, whether arising before or after the filing of such suit all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for attorneys' tees, Trustee's tees, 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 Note may deem to be reasonably necessary either to procedute 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 the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rates set forth therein, when paid or incurred by Trustee or holders of the Note 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 bereof 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 commen
- 5. The proceeds of any forcelowire sale of the premises shall be distributed and applied in the following order of pitority. I just, on account of all costs and expenses incident to the forcelosure proceedings, including all such items as are mentioned in the preceding paragraph bereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note; with interest thereon as herein precised of third, all principal and interest remaining unpaid on the Note; beautiful of coverplus to I just Party, as its rights may appear

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- 6. Upon, or at any time after the filing of a bill to forech, withis Trans Deed; the smart in with such tables the domay any one a telesser of said premises. Such appointment may be made either before or after sale, without notice, without regard to the scheme, or incidency at the time of application of such receiver, of the persons or persons, it any, hable for the pastment of the indictiveness secured hereby, and with a regard to the then recupied as a homestead of not and the Trustee hereunder may be applicated as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclasses with and in case of a said and a deticionly, during the tall statutory period of redemption, whether there be redemption or not, as well as during any targiter time word That Party, except for the intersention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary of are usual in such cases for the profection, powerson, control, management and operation of the premises during the whole of an apply the net received in his hands in payment in whole or in part. It will be necessary or the first from time to time may authorize the receiver to apply the net recome in his hands in payment in whole or in part. It will be necessary or the detection of the provided such applies that Deed, or any tax, special assessment or other lien which can be and detection in a side provided such applies ation is not one closure sale, it?) the detacency in case of a side and detection is
- 7. Trustee of the holders of the Note shall have the right to inspect the premiers at all reasonable times and access theret i shall be permietted for that purpose
- 8. 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 bettem given unless expressly obligated by the terms hereof, nor be liable for any action private in hereoficial except in case of its own pross negligence or impeconduct or that of the agents or employ record Trustee, and it may require indemnitive satisfactory to it before exercting any power herein given.
- 9. Trustee that solves this I test Deed and the lien there it by proper instrument upon presentation of sandactory evidence ther all indebtedness secured by this time. Deed has been fully paid, and I mistic may execute and deliner a release here it to and at the request of any person who shall, either bettee or after inclusive thereof, produce and exhibit in Proceeds Note representing that all indebtedness hereby secured has been paid, which representation Trustee has accept as true without inquiry. Where a release is request, dot a successor fractee such successor Prostee may accept as the penume. Note bettem described any Note which bears a certificate of individuation purpositing to be executed in a pine France here under on which continues in substance with the description herein contained of the Note and which purposes to be executed on behalf or last Party, and where the release is requested of the conduct broad and it has never exist need a certificate on the softward continues in substance with the description herein, it may accept as the penume Rotte become described any bode which may be presented and which conforms in substance with the description herein contained of the Note and which purposes to be executed on behalf of I as Party.
- 10. Trustee may reugn by instrument in writing the office of the Recorder or Registrar of Totas in which this instrument shall have been recorded or filed. In case of the resignation, inability or a few if to act or Trustee, the then Recorder of Deeds of the county in which the premises are unusted shall be Successor in Trust. Any Successor in Trust hereonder shall have the identical title, powers and authority as are better given Trustee or successor shall be entitled to reasonable compensation for a facts part smed foreunder.
- II. Upon request from the holders of the Note, the First Party in ofderion to the principal interest payment provided for thereinshall deposit monthly with the holders of the Note on the dates the alorexaid payments are for a sum equal to 1/12 of the peneral real estate taxes lessed against the premises and/or the year of insurance on the premises in an amount not less than the field of the applied on account of said taxes and/or said insurance when the same shall become due, using the amount of the last exame de fax and/or insurance bill, whatever the case may be, as a basis for the respective deposits. No interest shall be paid by the holders of the Note section and note by an account at said deposit for taxes and/or insurance. There shall be no obligation upon the holders of the Note to obtain any tax and/or insurance to the current bill by the fast Party, provided that the sum of the deposits then a sub-oble is satisfacent to cover the cost of the same.
- 12. Notwithstanding anything here before stated, I just Party hereby wasses any and all rigids or cedemption from sale ander order or decree of foreclassic of this Trust Ocedion behalf of the birst Party and each and every person, except decree or judgment creditors of I just Party, acquiring any interest in or title to said premiers subsequent to the date hereof
- 13. Without the advanced written consent of the holders of the Note, First Party does further coverant an large that it will not transfer, comes or cause to be transferred or conveyed or suffer an involuntary transfer or conveyance of the premises or the constitute interest in the trass holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof under article of agreement for the issuance of a Warranty Deed, or otherwise, so long as the debt secured hereby subsists, and further, in the exent of any such transfer by the First Party without the advanced written consent of the holders of the hold, the holders of the Note, in their sole discretion, and with no notice to the First Party, may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance milt and could. The acceptance of any payment after any such transfer or conveyance shall not be construct as the consent of the holders of the Note to such transfer, not shall it after the holders of the Note to such transfer, not shall it after the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.
- 14. In the event the premises, or any part thereof are taken through the everence of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indefredances due under said. Note, in such order as the holders of the Note shall determine in their sole discretion, and the Linst Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein militaryone consecut dimension law been exercised and hereby authorizes and empowers the hidders of the Note to receive and give acquitions therefor, to make, execute and deliver in the naive of the First Party or any subsequent owner of premises, any release or other instrument that may be required to recover any such award; and to endotse checks in the naive of the First Party.
- 15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the Exist Perty is required to maintain pursuant to subparagraph 9 of paragraph 1 hereof, the entire proceeds shall be the sole property of the holders of the Note, and still be used and applied in reduction of the indebtedness due hereunder, in such order as the holders of the Note shall determine in their sole discretion; and the birst Party hereby assigns to the holders of the Note all sts right, title and interest in and to such proceeds, and hereby authorities and empowers the holders of the Note to receive and give acquittance therefor; to make execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or office instrument that may be required to recover the insurance proceeds, and to endouse checks in the name of the First Party. At the option of the holders of the Note and in their sole direction, without any obligation to do so, the insurance proceeds may be used to repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damage the destroyed. Refusal on the part of the holders of the Note to release the morrance proceeds for any such regards restricted or rebedding shall be a release the foreign Party of its obligations under paragraph 1 hereof

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16. At the request of the holders of the Note, the First Party agrees to furnish the holders of the Note at the end of each calendar year, or more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss.

17. Any other mortgage of the premises or other consensual lien thereon, including a collateral assignment of the beneficial interest in the trust holding title to the premises, if any, made without the prior written approval of the holders of the Note shall give the holders of the Note the right, at any time, to declare the indebtedness secured hereby immediately due and payable.

Address: 1345 Bosworth, Chicago, II. 60622	by: tila pers
Address:	By: audo Crespo Aida Crespo
STATE OF ILLINOIS COUNTY OF COOK	
the undersigned cutify that Tila Perez	a Notary Public in and for the County and State aforesaid, do hereby and Aida Crespo
	e this day in person and acknowledged to me that they, being thereunto duly
	oluntary act and as the free and voluntary act of said corporation, for the uses
and purposes therein set forth.	,
GIVEN under my hand and notatial seal this	day ofSeptember19
	Hotary Prisit
My Commission Expires:	COFTICIAL SEAL LUSAC HALYJ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EAP. (6AR. 29, 1991

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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

Trustee