THIS INDENTURE, made

March 13,

19 87 , between Roberto Enriquez and Emerita Enriquez, his wife

THE ABOVE SPACE FOR RECORDERS USE ONLY

herein referred to as "Mortgagors," and

METROPOLITAN BANK AND TRUST COMPANY

an Illinois banking 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Dollars (\$55,000.00 Fifty five thousand and 00/100's

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the

Mortgagors promise to pay said principal sum plus simple interest from date of disbursement per cent per annum in instalments of principal and interest as follows:

Six hundred twenty five and 13/100's

Dollars (\$ 625.13 19 87 and a like amount of money

day of on the day of each month thereafter until said note is fully paid except that the final day of March payment of principal and interest if not sooner paid, shall be due on the 13th and the principal of each instalment unless paid when due shall bear interest at the rate of per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago. Illinois, as the holders of the note may, it in time to time, in writing appoint, and in absence of such appointment, then

at the office of METROPOLITAN BANK AND TRUST COMPANY in said City,

NOW, THEREFORE, the Mortgagors to secure the payman. (I the said principal sum of money and said interest in accordance with the terms, visions and limitations of this trust deed, and the performance of the coverants and agreements herein contained, by the Mortgagors to be perfor and also in consideration of the sum of One Dollar in hand paid, the recipit whereof is hereby acknowledged, do by these presents CONVEY and WRANT unto the Trustee, its successors and assigns, the following or middle Real Estate and all of their estate, right, little and interest therein, sit

lying and being in the City of Chicago to wit:

Lot 38 in Evans Subdivision of Block 43 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2128 W. 18th Place

F-H-8B

17-19-304-037

County of COOK

Chicago, Illinois 60608

** ...:

87123754 **** *-87-137754

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 there is issues and profits thereof or long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on to really with said real estate approached) and all apparatus, equipment or articles how or hereafter therein or thereon used to supply heat, gas, riv conditioning water light sower, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting it, recogning screens windows, floor coverings, inador beds, awnings, stores and water heaters All of the foregoing are declared to be a part of sid real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or armine thereins 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 the premises the forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Ellicon which said rights and benefits the Mortgagors do hereby expressly release and walks.

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.

Wirness the hand.... and seal.... of Mortgagors the day and year first above written.

x Richelo Energy (SEAL)	* Comercia Co	S. DWWALLER - STAN
Roberto Enriquez	Emerita Enriquez	
SEAL		

the undersigned \$7129704

a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT STATE OF ILLINOIS

Roberto Enriquez and Emerita Enriquez, his wife

delivered the said instrument as <u>fligit</u> free and seasons set forth including the release and waver if the right of numerical page 1940. SEAL

This document prepared by Given under my hand and Notarial Seal that 13th ... KATHY MARTINEZ 2201 West Cermak

A TURN HE STREET WATER

THE COVENANTS, CONDITIO

1. Mortgagors shall 11) 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 mechanic's 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. (3) pay when due any indebtedness which may be secured by a lien or charge on the premises appeared to the lien hereof. (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 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.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes special assessments, water charges service 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 shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage, by fire, lighting the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note under insurance 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 to be attached to each policy, and shall deliver all policies including

about to expire, shall deliver renewal policies not less than ten days prior to the respective date 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 any payment or perform any act hereinbefore terest on prior tencumbrances, 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 sale 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 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 per cent per annum. Inaction of Trustee or 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, 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 of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this trust deed shall, notwithstending anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making promint of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

days in the performance of any other agreement of the Mortgagors herein contained.

The when the indeby pleas hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to forecle se the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebteness in the decree for so so ill expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees. Trustice's lees, appraiser's fees, outlays for documentary and expert evidence steinographers' charges, publication costs 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 no essary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the interior the premises. All expenditures and expenses of the nature in his paragraph mentioned shall become so much activional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of per cent per annum, y one paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby, educed or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual which might affect the premises or the expenses of the restoration for the defense of any threatened suit or proceeding which might affect the premises or the expenses of the premises suite and applied in the following order of priority. First, on account of all

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs 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 consists e coured indehtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principes and interest remaining unpaid on the note; fourth, any everplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

assigns, as their rights may appear.

9. Up n. or at any time siter the filing of a bill t. for close this trust deed, the court in which such bill 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 he most appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at 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 uity and, in case of a sale and a decheiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any country limes when Mortgagors, except for the Intervention of such receiver, would be collect such rents, issues and profits, and all other por er, which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during. In whole of said period. The Court from time to time may authorize the receiver apply the net income in his hands in payment in whole or in period of prededences secured hereby, or by any decree forecosing this trust deed, or any tax, special assessment or other lien which may be (r become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sails: (2) the deficiency in case of a sale an, or felency.

10. No action for the enforcement of the lien or of any provision he cof 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 is cured.

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 b : tr. terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents of trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrum nt upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and delive 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identificated of a successor trustee, such successor trustee hereunder or which conforms in substance with the description herein contained of the note and y hich purports to be executed by a prior trustee hereunder of which conforms in substance with the description herein contained of the note and y hich purports to be executed by the persons herein ment identifying same as the note described herein. It may accept as the genuine note herein described any note which may be presented and which makers thereof:

14. Trustee may region by Instrument is until an all the contained of the note and which purports to be executed by the persons herein designated as

14. Trustee may resign by instrument ir, writing filed in the office of the Recorder or Registras of Tiles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder & Dieds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust shall have the identical title, cowers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performe. hereunder.

Trustee, and any Trustee or successor shall be entitled 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note within trust deed, at their sole option, reserve the right to extend, radii vor renew the note secured by this trust deed, at their sole option, reserve the right to extend, radii vor renew the note secured the by at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the miebtedness hereby secured however evidenced, with interest at each lawful rate as may be agreed upon and a by such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priorit, if his trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, me life sitons or renewals, extension agreements shall not be necessary and need not be filed.

termion agreements shall not be necessary and need not be filed.

17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other ind. of dness of Mortgagors of the holders of the note, heretofore or hereafter lineurred, and without regard to the nature thereof, shall have been said in full, Mortgagors of the note without the prior written consent of the holders of the note (1) create or permit any lien or other encumb, ance tother than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note; wist on said real exist.

The continuous statements are not any manner dispose of said real estate.

trusted bordby waives any and all right of redemotion from safe under entering derive of functionally of this Trust Doel on its own lighted of an electric many person expect cause or pull from credingraphs in the secretaring any entriest in or title to the premises

IMPORTANT

at this True Band

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.

STRUCTIONS

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

METROPOLITAN BANK AND TRUST COMPANY, 44 Trusteen

Assistant Secretary Assistant Vice President Assistant Trust Officer

D	NAME	
L I	STREET	Metropolitan Bank & Trust Co. 2201 W. Cermak Rd.
V E	CITY	Chicago, IL 60608
P		OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

RECORDER'S OFFICE BOX NUMBER.