

TRUST DEED (ILLINOIS)
For Use With Note Form 1448

(Monthly Payments including interest)

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THIS INSTRUMENT, made February 24, 1987
between Adelaido P. Martinez and Socorro Angel Martinez
his wife, in joint tenancy
1233 Park Avenue, Chicago Heights

APPROVED BY:
LAWYER:
NO. AND STREET: _____ CITY: _____ STATE: _____
before _____
Commercial National Bank
4800 N. Western Avenue Chicago, IL
(NO. AND STREET) (CITY) (STATE)

HEALTH RECORDS
TRADERS TRAVEL 22/10/87 12:00-02
47445 # 12
COOK COUNTY, ILLINOIS

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted
to the legal holder of a principal promissory note, termed "Installment Note," of even date
herewith, executed by Mortgagors, made payable to Bearer and bearing interest on such
note Mortgagors promise to pay the principal sum of

Dollars, and interest from March 16, 1987 on the balance of principal remaining from time to time unpaid at the rate of 19.00 per cent
per annum, such principal sum and interest to be payable in installments as follows: One hundred nineteen and 60/100
Dollars on the 10th day of April 1987 and one hundred nineteen and 60/100 Dollars on

the 16th day of each and every 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 16th day of March 1991; all such payments on account of the indebtedness evidenced by said note to be applied first
to accrued and unpaid interest on the unpaid principal balance and the remainder in principal; the portion of each of said payments which shall be applied to
the extent not paid when due, to bear interest after the date of payment thereof, at the rate of 19.00 per cent per annum, and all such payments being
made payable at: Commercial National Bank, 4800 N. Western Ave, Chicago, IL or at such other place as the legal
holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice the
principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in
case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur
and continue for three days in the performance of any part of agreement contained in this Trust Deed for which event election may be made at any time thereafter
expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of
protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the
above mentioned note and of this Trust Deed, and the performance of the covenants and agreements therein 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, Mortgagors by these presents GRANT, SELL AND
WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The Southerly 25 feet of Lot 7 in Block 28, in Chicago Heights, which is a
Subdivision in Section 20, Township 35 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois.

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

Particular Real Estate Index Number(s): 040 32-20-210-002 T
Address(es) of Real Estate: 1233 Park Ave., Chicago Heights, Illinois

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for as long as they shall
continue, all such times as Mortgagors may be entitled thereon (which rents, issues and profits are pledged primarily to and on a parity with said note and interest thereon
as aforesaid), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration
or air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades,
awnings, storm doors and windows, floor coverings, in-door beds, stoves and water heaters. All of the foregoing is declared and agreed to be a part of the
mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and alterations and other appurtenances, improvements or
articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose and upon the covenants and conditions
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
Mortgagors do hereby expressly release and waive.

The name of a record owner is Adelaido P. Martinez and Socorro Angel Martinez, his wife, in joint tenancy

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are hereby approved
hereby by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs,
successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Adelaido P. Martinez (Seal) Socorro Angel Martinez (Seal)

State of Illinois, County of Lake I, the undersigned, a Notary Public in and for said County
in the State of said, DO HEREBY CERTIFY that Adelaido P. Martinez and Socorro Angel
Martinez, his wife, in joint tenancy
personally known to me to be the same persons whose names 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, including the release and waiver of their
right of homestead.

Given under my hand and official seal, this 24th day of February 1987
Commencement expires February 11, 1989 Kimberly J. Guss Notary Public

This instrument was prepared by Kimberly J. Guss, 15 E. Palatine Rd., Prospect Hts., Ill.
(NAME AND ADDRESS)

Mail this instrument to Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, Illinois 60625
(CITY) (STATE)

GRAND ORDER'S OFFICE BOX NO. _____

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UNOFFICIAL COPY

1. Mortgages shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or structure now or hereafter on the premises which may become damaged or destroyed; (3) insure said premises free from such risks of loss in favor of the United States or other lien or claims for non-tax purposes as set forth in this deed; (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 submit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (5) complete within a reasonable time any building or building over 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. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, power 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning 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. 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 insured Mortgages close to be attached to each policy, and shall deliver all policies, including additional and renewal policies, in form of the note, and in case of insurance 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 which might be required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal of interest on any indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or refund thereon any tax due or forfeiture affecting said premises or content 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 five percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right secured by them on account of any default hereunder on the part of Mortgages.

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, order 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 thereon.

6. Mortgages shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other covenant of the Mortgages herein contained.

7. When the indebtedness hereby secured 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 shall 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 debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, court costs, documentary and export evidences, 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 prosecute 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. In addition 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 rate of five percent per annum, upon payment or incurred by Trustee or holders of the note in connection with any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant 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 hereof 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 commenced.

8. The proceeds of any foreclosure sale of the premises shall be paid by the holder thereof to the Trustee or to the holder of the note, and shall be applied to the payment of all costs and expenses incident to the foreclosure proceedings, including all charges in the foreclosure proceedings; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining due; fourth, any surplus, to Mortgages, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed 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 Mortgages at the time of application for such receiver and without regard to the then 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 adjust the debts, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the insolvency of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of such 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) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 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 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, nor be liable for any acts or omissions hereunder, except in case of his own negligence or misconduct, or that of the agents or employees of Trustee, and he shall require indemnity 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, such 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 hereunder 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 Chicago shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder or Deeds 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 entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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.

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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 BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

Identified herewith and Identification No. 464/41

 Trustee

Larry E. Norris, Asst. Vice President