

South Chicago Struct DEED Bank A COPY 387180635

To Secure Revolving Line of Credit

1983	Hevolving Line of Credit	the control of the co	•
		Albert Garcia and Soledad Carcia, His Wife	
	more, Chicago, Illinois 606	517(the "Grantor") and South Chicago Savings Bank,(the,"Trustee' pen a line of credit with South Chicago Savings Bank and has executed a Promisso	
Nets made marchia to Couth Chic	eace Savings Book in the adacinal amount of	s Ten Thousand Dollars and no/100	G
	er tha i ina of Cradit Adresmant Which shall he	int intarest on the unneig bincipal balance from title to bille at a defutious fulle o	10
numbers to the Note to the came a	avient as if such future advances were made o	rust Deed secures payment of any existing indebtedness and tuture advances made n the date hereof and regardless of whether or not any advance has been made as	37
the date of this Touch Dood or wh	alkar thara ie any outstanding indehledness	at the time of any future advances. Payments of all accrued interest on the the Rate as hereafter defined, shall be due lifteen (15) days after the date of the month	п
periodic statement for each billing	g cycle beginning in the first month after the in	nitial disbursement under the Line of Credit with a final payment of all principal ar	đ
accrued interest due on or after:		The second of th	
April 2nd 1	1992, on demand by the Trustee for payme	nt in full; but in any event no leter than Apr 11 2nd 2007 m	e
"Index Rate" of interest is a variab	ple rate of interest and is delined in the Note a	na tue buma tate ar interest as bronsued in the way street notification the extension	
shall thereafter be the Bank Prime	E Loan Rate on the sixteenth (16th) day of ea	ch calendar month during the term nereot as set form in Federal Heserve Statistic	ál
Helease H.15 pirst published by the programment of the pr	ne, receral reserve poard after, me sixteem inclost balance of and all interest due on the Pr	h (16th), day of each calendar month. comissory Note and performance of the agreements, terms and conditions of the Lir	
of Credit Agreement, and for oth	er good and valuable consideration, the Gra	intor does hereby grant, remise, mortgage, warrant and convey to the Trustee,	JB
suggessors and assigns the fallo y	ing described real estate of 8946. Sout	Into does hereby grant, remise, mortgage, warrant and convey to the Trustee, in Baltimore and State of Hindus, town the first and State of Hindus, town to the control of the first and state of Hindus, town to the control of the first and the control of the control of the first and the control of the control	i;
Ebio ba vina ili serve de la veri	are the first of the result of the state of	and the second of the second o	
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lattomne soft hasting at a fire	कर्ण के अनेपने ने स्वयं के राज्य । व संय	 In the first of the control of the con	•
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₩	"Chicago Canal and Dock Co	mpany of Parts of Fractional	
Berger (1) Berger (1) Berger (1)	sections 5 and 6. Townshi	ip 337mNorth (a Ranger/15) Last (off rule of the confirm town) one	ō.
	the ward Principal Meric	ilan; in Cook!County, allinois a caracter i casa a calculation of the case and cooker when a	1
A CONTRACTOR OF THE CONTRACTOR	Ux	to the first over the control of the control of the property of the property of the control of t	,
And the second	PIN #26-06-218-039 BM	On the property of the state of	:
		South Baltimore, Chicago, Illinois 60617 and avoids	,1 ,-
(전) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	Commonly known as: 8946	South Baltimore, Chicago, stifffors, own the same and the	.i.
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A STATE OF THE STA	; - alan ilina alang majano Neasti da 1745 sanggi kabin alan	les lous together with all improvements tenements accoments fivtures as	ă
	, and all rante, issues, and profits thereof and :	ceme, len laws, together with all improvements, tenements, easements, fixtures ar all apraints, equipment or articles now or hereafter located on the real estate ar	10
used to supply heat, gas, air condi	itioning, water, light, power, refrigeration and v	entile." in _2! of which are deleared to be a part of the real estate whather physical imises") to have and to hold the Premises in trust by the Trustee, its successors an	И.
assigns, forever, for the purposes	and upon the uses and trust set forth in thi	s Trust Dead.	:1
1. The Grantor agrees to: (1) pro	omptly repair, restore or rebuild any buildings	forefelture affecting the Premises or consent to any tax or assessment upon the failure of Grantur to do so. All moneys paid for any of the purposes here	è
demaged or be destroyed; (2) kee	ifter on the Premises which may become p said Premises in good condition and repair.	authorized and all exponses paid or incurred in connection therewith, including	9
without waste, and free from me	chanic's or other liens or claims for lien not hereof; (3) pay when due any indebtedness	Note to protect the Fight libes and the lien hereof, shall be additional indebter	1-
which may be secured this lied o	r charge on the Pramises superior to the ligh-	ness secured hereby a, d shall become immediately due and payable without notice and with interest the eon at the rate per annum set forth in the Notice.	Λ
aminimidal or any portion of the E	not title or any interest in the Premises or Beneficial interest of the Land Trust executing	Inaction of Trustee or hold at pacifica Note shall never be considered as a walver)†
this Trust Deed, if any; (6) comp	ly withvall requirements of law or municipal remises and the use thereof; (6) refrain from	any right accruing to them an accruint of any of the provisions of this paragrap It is hereby agreed that upon to sclosure, whether or not there is a deficient	,
making material alterations in se	aid Premises except as required by law or	upon the sale of the Premises, the boder of the certificate of sale shall b	8
zay special taxes, special assessm	re any penalty attaches all general taxes, and nents, water charges, sewer service charges,	The Trustee or the holder of the Note heroby secured making any paymen	rt
and other charges against the Pre-	mises when due, and upon written request, to the Note duplicate receipts therefor; (8) pay in	hereby authorized relating to taxes or assistant, and you account to a	y st
full under protest in the manner:	provided by statute, any tax or assessment	inquiry into the accuracy of such bill, statemant or estimate or into the validity	of
Improvements now or hereafter si	contest; and (9) keep all buildings and tuated on said Premises insured against loss	4. When the indebtedness hereby secured (h3) become due whether't	
or damage by fire, or other casualt	y under policies at either the full replacement ness secured hereby and all prior liens all in	acceleration protherwise, the holder of the Note of Trustee shell have the right t	0
companies satisfactory to the ho	older of the Note, under insurance policies	allowed: and \included: as additional: indebtedness; in: the :decree :for: sale: #	ıll
and then to Trustee for the benefit	e, to a mortgagee which has a prior lien, if any it of the holder of the Note, such rights to be	expenditures and expenses which may be paid or incurred by or on behalf: Trustee or holder of the Note for reasonable attorneys fees, Trustee's fee)T 8,
 evidenced by the standard mortg 	page clause to be attached to each policy.	appraiser's fees, outlays for documentary and expert evidence, stenographer	6'
all unneid indebtedness secured	he Note and without further notice to Grantor, i, by this Trust Deed, shall, notwithstanding	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, tit	e
enuthing in the Note or in this Tr	ust Deed to the contrary, become due and any payment of principal or interest is due and	searches and examinations, guarantee policies, Torrens certificates, and similar date and assurances with respect to title as Trustee of the holder of the No	e Ir
 kunnaki or (ii) il anv other default 	occurs in the performance or observance of	may deem to be reasonable necessary either to prosecute such suit or	0
:: any term, agreement or condition o :: Elina of Cradit Agreement, or in any	contained in the Note, in this Trust Daed, in the other instrument which at any time evidences	true condition of the title to or the value of the Premises. All expenditures ar	id
or secures the indebtedness secur	red hereby; or (iii) upon the death of any party,	expenses shall become additional indebtedness secured hereby ar	id
andorser, guerantor, surely or acce	pement of this Trust Deed, whether maker, ommodation party; or (iv) if any party liable on	when paid or incurred by frustile or holder of the Note in connection with (a) ar	ry
the Note, whether as maker, end	lorser, guarantor, surety or accommodation rithe benefit of creditors, or if a receiver of any	them shall be a party either as plaintiff, claimant or defendant, by reason	sf :
 such party's property shall be apo 	pointed, or if a petition in bankruptcy or other	this Trust Deed or any indebtedness hereby secured; or (b) preparations for the	e 📜 🤅
similar proceeding under any law f			11
any such party and if filed against to	or relief of debtors shall be filed by or against	commencement of any suit for the foreclosure hereof after accrual of such rigit to foreclose whether or not actually commenced; or (c) following fifteen (1)	س. (5
any such party and if filed against the	or relief of debtors shall be filed by or against he party shall not be released within sixty (60) dication on agreement made or furnished to	to foreclose whether or:not actually commenced; or (c) following fifteen (1) days written notice by Trustee to Grantor, preparations for the defense of an	5) 19 : <u>`</u>
any such party and if filed against to days; or (v) if any statement, app South Chicago Savings Bank now incorrect in a material respect	or relief of debtors shall be filed by or against he party shall not be feleased within sixty (60) blication of agreement, made or furnished to v or from time to time by Grantor is false or	to foreclose whether or:not actually commenced; or (c) following fifteen (1) days written notice by Trustee to Grantor, preparations for the defense of an	5) Y Y

5. 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 constitute secured indebtedness additional to that

evidenced by the Note, with interest thereon as horsin provided, third all principal and interest remaining unpaid on this Note; four a envice pus to Grantor, its legal representatives or assons as their rights may appear.

6. 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. Such ap pointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, the person or persons, if any, liable for the payment of the indebtedness se cured hereby, 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 collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory riod of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention 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 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) the indebtedness secured hereby, or by any decree for 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.

7. The Trust Deed is given to secure all of Grantor's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Grantor comtemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.

8. The proceeds of any awando claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in livu of condemnation, are hereby assigned and shall be paid to Trustee or the ho der of the Note, subject to the terms of any mortgage, deed of trust or other carunity agreement with a lien which has priority over this Trust Deed. Grantor, are as to execute such further documents as may be required by the condemnation and pority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Deed or disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee and the holder of the Note consenting to same.

9. Extension of the time for payment, acceptance by Turkes or the holder of the Note of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Trust heed granted by Trustee to any successor in interest of Grantor, or the valve, or fallure to exercise any right granted herein shall not operate to release, who manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or the holder of the Note shall not be deuman, by any act of omission or commission, to have waived any of its rights of remodes hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. Any aiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other lies or charges by Trustee or holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed in the event of Grantor's default under this Trust Deed.

10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed and to release homestead rights, if any, (b) is not personally liable on the Note or under this Trust Deed, and (c) agrees that Trustee and holder of the Note and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

11. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. 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 Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry.

13. Trustee or the holders of the Notes shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose

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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be 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. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the Premises, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed in addition, if the Premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

806.15

18. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of lilinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

IN WITNESS WHE	PEOF Captoris) has/have executed this Trust Deed.
Individual Grantor	I Three
	7-87
Individual Grantor	1-87 Haran
Date: 4/2/	37
Individual Grantor	
Individual Grantor	
Date:	
executes this Trust (and authority confer understood and agreevery person now or:	is executed by a Trust, Deed as Trustee as aforesaid, in the exercise of the power red upon and vested in it as such Trustee, and it is expressly eed by Trustee and the holder of the Note herein and by hereafter claiming any right or security hereunder that noth- or in the Note secured by this Trust Deed shall be construed
debtedness accruing implied herein contact that any recovery on against and out of the ions hereof and of sallability of any indivi-	lity on the do not not interest that may accrue thereon, or any ing hereunder or to perform any covenants either express or ained, all such liability, if any, being expressly waived, and this Trust Deed and the Note secured hereby shall be solely a Premises hereby conveyed by enforcement of the proviscid Note, but this waiver shall in no way affect the personal dual grantor or any individual borrower or co-maker, coguarantor of sald Note. TRUST
not personally but as Tru	bisserols setal
Attest:	DEFT 61 RECORDING \$12.00
	T#1111 TRAN 7681 94/06/87 10:47:00
	#5635 # A *-S7-180635
STATE OF ILLINOIS	•
COUNTY OF) SS:)
tree and volunt	thatthe y signed, sealed and delivered the said instrument as any act, for the uses and purposes therein set forth, including the release the personal this and day of April 19.87
Notary Public	
My Commission Explication	October 28th 90
Attest:	OFFICIAL SEAL" KAREN A. CISZEWSKI
its:	MY COMMISSION EXPIRES 10/28/90 [
STATE OF ILLINOIS	,
COUNTY OF) SS:)
	tary Public in and for the Courty and State storesaid, DO HEREBY CERTIFY
that	
	Cecretary of said corparation,
•	o be the same persons whose names are subscribed to the foregoing
me this day in person and a	President and Secretary, respectively, appeared before cknowledged that they signed, sealed and delivered the said instrument as
	y acts, and as the free and voluntary act of said corporation, as Trustee, for rain sat forth; and the saidSecretary did also then
and there acknowledge tha	rt he, as Custodian of the Corporate Seal of said Corporation, did affix the
*	I Corporation to said instrument as his own free and voluntary act, and as if said Corporation, as Trustee, for the uses and purposes therein set forth.
	and affine for the contract of
GIVEN under my hand an	d official seal, this day of, 18
GIVEN under my hand an	od official seal, this day of, 18
GIVEN under my hand an	od official seal, this day of
GIVEN under my hand an	3718060
GIVEN under my hand an	80635
	80635
GIVEN under my hand an	80635
GIVEN under my hand an	BOX #222