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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 7 19 90, between JESUS A. Colon, divorced and not since remarried and Manuel Nunez, divorced and not since remarried

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 One Hundred Thousand and 00/100 (\$100,000.00)

Dollars evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 7, 1990 on the balance of principal remaining from time to time unpaid at the rate of 10.0 percent per annum in instalments (including principal and interest) as follows:

One Thousand Three Hundred and Twenty One & 50/100 Dollars or more on the 1st day of July 19 90 and One Thousand Three Hundred & Twenty One & 50/100 Dollars or more 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 June, 2000. 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 instalment unless paid when due shall bear interest at the rate of 12 % per annum, and all said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Michael J. Hirschtick in said City.

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 agreements 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 33 and the Southeasterly 9 1/2 inches of Lot 32 in Logan Square Addition to Chicago, a subdivision of Lot 3 in the County Clerk's Division of the West 1/2 of the Southwest 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 13-25-315-037

Address: 2523 N. Milwaukee, Chicago, IL

This instrument prepared by: M.J. Hirschtick, 6321 N. Avondale, Chicago, IL 60631

BOX 260

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

TOGETHER with all improvements, tenements, covenants, 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 pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter used or to be 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, inador beds, awnings, stores 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

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.

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

[SEAL]

[SEAL]

STATE OF ILLINOIS,

County of Cook

I, Michael Hirschtick, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jesus A. Colon divorced and not since remarried and Manuel Nunez, divorced and not since remarried

who are personally known to me to be the same person as whose name is affixed 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.

Given under my hand and Notarial Seal this 7 day of June 19 90

OFFICIAL SEAL
MICHAEL HIRSCHTICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/16/92

Notarial Seal

Notary Public

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RIDER TO TRUST DEED AND NOTE DATED
THE 7th DAY OF JUNE, 1990
BETWEEN JESUS A. COLON AND MANUEL NUNEZ AND
CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE

NOTWITHSTANDING, the terms and conditions set forth on the Trust Deed and Note to which this Rider is attached, the following terms and conditions shall be added to and be construed as part of the Trust Deed and Note and where there is a variance, the following conditions and stipulations shall control.

1. The Mortgagors agree that this Trust Deed and Note shall not be assigned, nor its obligations assumed, by any other party except in the case of devise and descent or by reason of death by one or the other party, or by transfer to the other party and that no interest in the real estate shall be assigned, conveyed, sold, whether by land contract or otherwise nor transferred to a land trust, nor shall any beneficial ownership of any land trust be sold, transferred, conveyed, hypothecated or sold on an installment basis in the manner of a contract sale without first obtaining the written consent of the Holders of the Note. It is further agreed that in the event of a breach of this Agreement, the Holders of the Note shall have the right to accelerate all payments due under said Note and declare an immediate default by taking such action in any court of competent jurisdiction without further notice to the Mortgagors hereunder, maintaining such actions or combinations thereof in law and equity as may be available to the Holders of the Note, whether under the provisions of this Trust Deed or otherwise.

2. The Mortgagors shall cause the Trustee to be named as an additional insured under the mortgage protection provisions of the fire insurance policy to be obtained by Mortgagors.

3. Mortgagors shall be responsible for the timely payment of all the real estate taxes beginning with the taxes and evidence of payment shall be forwarded to Holders of the Note within 45 days of payment being made. Mortgagors shall keep all buildings at any time on the premises insured, at Mortgagor's expense, in the names of the Mortgagors (with the Holder's of the Note named as an additional insured) against loss by fire, lightning, windstorm and extended coverage risks in companies reasonably acceptable to Holders of the Note and in an amount at least equal to the replacement cost of the improvements located on the real estate. Mortgagors shall deliver the policies thereof to Holders of the Note. Said insurance shall provide for Comprehensive General Liability no less than the amount of \$ 300,000.00 per occurrence and shall include the improved and, if any, unimproved properties.

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In the case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

4. The balance of principal due thereunder may be prepaid at any time without penalty. No prepayment shall relieve the mortgagor from the next payment due hereunder of principal and interest. Any prepayment shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein.

5. Holders of the Note warrant to Mortgagor that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this Trust Deed has been received by Holders of the Note, his principal or his agent within ten (10) years of the date of execution of this Trust Deed which has not been heretofore remedied.

6. In the event a payment for any obligation hereunder is not received when due, or upon the expiration of any applicable grace period, the sum of twenty-five (\$25.00) dollars shall be due and payable as a late fee, in addition to the payment due. This penalty shall be in addition to any increased interest due as a result of non-payment. Further, all late payments must be made by cashier's or certified check inclusive of additional charges thereon. All payments shall be deemed "late" unless paid when due or within the applicable grace period.

7. Mortgagors shall be entitled to a fifteen (15) day grace period prior to the imposition of any late fee for any payment due hereunder. Additionally and concurrently, Mortgagors shall be entitled to written notice of any default, which written notice shall be deemed given when mailed to the Mortgagors at the property address by ordinary post. Mortgagors shall have sixty (60) days from date of mailing to cure said default, in the manner provided herein, and thereafter mortgagees may proceed without further notice.

8. Each and every provision of the Trust Deed (and Rider attached) is herewith incorporated by reference and made a part of the INSTALLMENT NOTE and agreed to by the MORTGAGORS herein and shall inure to the benefit of the heirs, successors and assigns of the bearers of this instrument as if the same had

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been specifically set forth under the terms of the instrument.

Jesus A. Colon

Jesus A. Colon (Obligor)

Mandel Nunez

Mandel Nunez (Obligor)

Identified as:

Property of Cook County Clerk's Office

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DEPT-01 RECORDING \$15.00
T#4444 TRAN 5057 06/18/90 10.18.00
#0013 # *-90-286595
COOK COUNTY RECORDER

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