

90325503 90059676

This instrument, made January 18, 1990 between LaSalle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed of Trust...

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\$17.00

One Hundred Forty One Thousand and no/100ths - (\$141,000.00) ----- dollars made payable to bearer and delivered in and by which said Note the First Party promises to pay out of that portion of the trust estate...

interest on the balance of principal remaining from time to time unpaid at the rate of 10.50 percent per annum in monthly installments as follows: One Thousand Four Hundred Seven and 72/100ths -- (\$1,407.72) ----- dollars on the 15 day of March 19 90 and One Thousand Four Hundred Seven and 72/100ths on the 15 day of each and every month thereafter until said note is fully paid...

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 installment unless paid within due shall bear interest at the highest lawful rate per annum...

Chicago Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, first at the office of

LaSalle Bank Lake View, 3201 N. Ashland 60657 in said City. Now, therefore, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of the Trust Deed...

Cook And State of Illinois, to wit: Street Address

See Exhibit 'A' attached hereto for legal description Permanent Index Number

COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 FEB -5 PM 3:12

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

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 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...

To have and to hold the premises unto said Trustee, its successors and assigns, forever, to the purposes, and upon the uses and trusts herein set forth.

It is further understood and agreed that:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

2. 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...

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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...

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 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs...

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 herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, 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 appointment 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 of the person or persons, if any, liable for the payment of the indebtedness secured hereby...

THIS DOCUMENT IS BEING PREPARED TO INCLUDE THE NOTARY AND TO APPEAR IN NAME OF GRANTEE

72-36-467

Handwritten signature

90059676

90325503

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Box No. _____

Trust Deed

Ledger National Bank
as Trustee

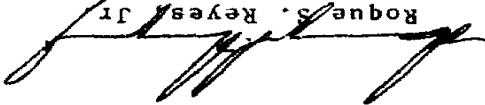
Trustee
This Above Space for Recorder's Use Only
Ledger National Bank
135 South LaSalle Street
Chicago, ILL 60601

90325503

COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUN 21 - 9 AM '92

Property of Cook County Clerk's Office

" OFFICIAL SEAL "
ROQUE S. REYES, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/29/92


Roque S. Reyes, Jr.
Notary Public
My commission expires 1/29/92

BEFORE ME, a Notary Public in and for the County of Cook,
in the State of Illinois, personally appeared Rafael A. Ortiz,
and Diana Ortiz, and they acknowledged that they signed and
delivered the said instrument as their free and voluntary acts
and deeds for the uses and purposes therein set forth.
WITNESS MY HAND AND NOTARIAL SEAL this 29th day of June,
1990.

STATE OF ILLINOIS)
COUNTY OF COOK)
S. S.

90325503

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Property of Cook County Clerk's Office

Parcel 2: Lot 3 in Belmont and Elston Avenue addition to Chicago a subdivision in the South 1/2 Section 24, Township 40 North, Range 13 East of the third principal meridian, in Cook County, Illinois. P.I. # 13-24-405-022-0000 (Commonly known as 2706 W. Melrose, Chicago, IL 60618)

Parcel 1: Lot 1 in Block 4 in Pierce's Humboldt Park addition to the North East 1/4 and the North West 1/4 of the North East 1/4 of the North East 1/4 of Section 2, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois. P.I. # 16-02-207-027-0000 (Commonly known as 1524 N. Kedzie Ave., Chicago, IL 60651)

Legal description:

EXHIBIT 'A'

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DOS/IT

"First Party" shall also mean "Mortgagor".

Mortgagor hereby waives any and all rights of homestead exemption in the Real Estate.

The word "Mortgage" shall mean "Trust Deed" when applicable.

where the term "Mortgage" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #114540 without the prior written consent of the legal holder of the Note.

Mortgagor hereby waives any and all rights of marshalling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein. Further, Mortgagor waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of redemption, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein.

MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY EXEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON (EXCEPT JUDGMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE) ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgagor waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein. Mortgagor hereby waives any and all rights of redemption under any judgment of foreclosure of this mortgage, and any exemption rights granted by the "Illinois Mortgage Foreclosure Law" ("IMFL"), on behalf of Mortgagor, the Trust Estate and all persons beneficially interested therein, and each and every person (except judgment creditors of the Trustee in its representative capacity and of the Trust Estate) acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage. Further, Mortgagor waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein.

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagor agrees to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED JANUARY 18, 1990 EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1989 AND KNOWN AS TRUST #114540 AND RAFAEL A. ORTIZ AND DIANA ORTIZ FOR \$141,000.00.

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