CIAL COPY 4 F

(Monthly Payments Including Interest

CAUTION. Consult a lawyor betore using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or litness for a particular purpose

THIS INDENTURE, made

August 26, 19.91...

Jorge Anaya & Graciela Anaya

4543 S. Paulina, Chicago, Illinois (STATE) (NO AND STREET)

herein referred to as "Mortgagors," and

SOUTH CENTRAL BANK AND TRUST COMPANY

555 WEST ROOM 1111 13

(NO AND CANDED JULIUM DIS 50. (CITY)

DEPT-01 RECORDINGS

#9993 # F

91455114

COOK COUNTY RECORDER

T#8888 TRAN 4564 09/04/91 11:01:00

***-91-455114**

herem referred to as "Trustee." witnesseth that Whereas Mortgagors are justly indebted to the legal holder of a principal promissors note, termed. Installment Note. of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of FIVE THOUSAND TWO HUNDRED NO/100-----
Dollars, and interest fre a August 26, 1991 on the balance of principal remaining from time to time unpaid at the rate of 14.5 per cent per annum, such principal sum and interest to be payable in installments as follows 123.04

day: October .1991.and 123.04 Dollars on the 10

Dollarson

day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, it not sooner paid, shall be due on the 10 0.00 September, 196, all such payments on account of the undebtedness evidenced by said note to be applied first to accrued and unpaid interest on the on and principal balance and the remainder to principal, the portion of each of said installments constituting principal, to

the extent not paid when due, to bear intrest after the date for payment thereof, at the rate of 14.5 per cent per annum, and all such payments being made payable at SOUTH CENTRAL BANK or at such other place as the legal

made payable at such other place as the legal holder of the note may, from time to time, my riving appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, the case default shall occur in the payment, which holder, it is installment of principal or interest in accordance with the terms thereof or in case default shall occur and payable, at the place of payment aloresaid, in and continue for three days in the performance of my 30 or agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and sing all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of payment. protest.

NOW THEREFORE, to secure the payment of the sculptice probability of the sculptice above mentioned note and of this frust Deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real fistate and all of their estate, right, title and interest therein, Cook City of Chicago ., COUNTY OF AND STATE OF ILLINOIS, to wit: situate, lying and being in the

Lot 18 in Block 1 in the Subdivision of that part of the East 10 acres of the north 15 acres of the southeast % of the Southeast % (lying East of the Center of Paulina Street) of Section o, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

91455124

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

Permanent Real Estate Index Number(s): 20-06-416-018

Address(es) of Real Estate:

4543 S. Paulina, Chicago

TOGETHER with all improvements, tenements, casements, and apportenances thereto belonging, and all tents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primative and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to sup a least, gas, water, light, power, refrigeration and 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, mador beds, stoves and water headers. All of the foregoing are 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 ally indian or other apparatus, equipment or articles bereafter 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 preposes, and upon the uses and trusts berein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of the soils, snich said rights and benefits Mortgagors do hereby expressly release and waive

The name of a recond owner is: Jorge Anaya & Graciela Anaya

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

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

. (Scal)

(Seab)

PLEASE PRINT OR TYPE NAME(S) BELOW

SIGNATURE(S)

X Jamela May

grant transfer and DO HEREBY CERTIFY than I, the undersigned, a Notary Public in and for said County
Jorge Anaya & Graciela Anaya State of Illmois, County of OFFICIAL

#PRECOMMISSION EXPIRED SHAPIERO SHAPI tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

right of homestead

Given under my hand and official seal, this Commission expires

19 92

(CITY)

Howard Thaper

19 ...

This instrument was prepared by

Veronica Herrera 555 W. Roosevelt Road

Notary Public

Mail this instrument to

SOUTH CENTRAL BANK AND TRUST COMPANY 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607.

OR RECORDER'S OFFICE BOX NO

1327 91455114

DIFFORMING ARE THE CUIN OFFICE CONTINUE TO THE TRUST OF THE REST O

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste (2) preniptly repair, restore, or rebuild and buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note. (5) complete within a reasonable time any buildings now 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. previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors 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 companie, satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be codeniced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates 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 herembefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 betten authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advance by a frustee 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 secored hereby and shall become immediately due and payable without notice and, ith interest thereon at the rate of more per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right account of any default hereunder on the part of Mortgagors.

5. The Trustee or the joirers 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 or into the validity of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof.

6. Mortgagors shall pay each from 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal sole or in this Trust Deed to the contrary, become due and payable when default shall occur at payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors

7. When the indebtedness hereby secure, shall become due whether by the terms of the note described on page one or by associatation of otherwise, holders of the note or Trustee shall and of oe right to foreclose the lien hereof, there shall have all other treats 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 includes a additional in debtedness in the decree for sale all expenditures and experses which may be paid or incircle by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, pubbe from costs and constitutions, guarantee policies. Torrens certificates, and similar dat 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 made on the file to or the value of the premises. In addition all evidentures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immea, and due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a rany action, suit or proceedings, including but not invited to probate and bank tupley proceedings, to which either of them shall be a party, either as plaint it, claim or defendant, by reason of this Trust Deced or any indebtedness hereby received; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether of not actually commenced.

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 terms as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtednes, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unparaction of the other here. 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 Dev., 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 of molyency of Mortgagors 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 collect the tents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a de and a deficiency, during the full statioty period for redemption, whether there be redemption of not, as well as during any further times when Mortgagors, 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 inachtedness secured hereby, or by any decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and chaircine.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to my defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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 by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for each acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may equite indemnities 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 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, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No