(Monthly Payments Including Interest)

lagificate in kiya ila awayar dedika iliya iliya a dingan ilay Maratan tapahay may may ya safekini. May sahak d Nagaya any wa tanta win iliya wa Make Timak iliya dina wa tanta di maya hantabaha ili fitea kitiki a batta waka kersama

between - - JOAQUIN R. ZAVALA, Married to Lillian

THIS INDENTURE BOOK

October 25,

... 91

Zavala**- - -

214 Sashua, Straget

Park Forget Illingie,

heremreferred to as Mortgagors out

- - -ASHLAND STATE BANK- - -

9443 S. Ashland Ave.

Chicago, Illinois Water

The Above Space For Recorder's Use Only

DEPT-DI RECORDINGS

91562827

#3115 # A #-91-562827
COOK COUNTY RECORDER

there are often as a second of the second of 10 cars and originations (Q.1 strer 29, 1991) on the baronce of principalized double from time to bine unpaid at the rate of 11,52, percent

per annum sociation present and the present constant ments is follows - - TWO HUNDRED NINETY THREE and 59/100-Donard on the 25th first November 1991 and - - Two HUNDRED NINETY THREE and 59/100- - - Dollarson of the extremation and note is built paid except that the final payment of principal and interest of not sooned paid me 25th the restriction of chains, due the 25th their occurrence of 95 count parameters of account different blood by continued to said note to be applied this trace extend and unpaid of the trace of a period of the remainder to principal, the portion of cachors and installments constituting principal, to the extent sort paid when the following the continue of the cachors are recently as the parameter thereof at the rate of 4.52 per centiper annum, and all such parameters being gradients of the perments of a control the indebtedness continents a small note to be applied this control of the permental the permetal th

Ashland State Bank The state of the control of the state of the

protest.

NOW THEREFORE Its secure the payment of the sold peak and of the new and otherest an accordance with the terms provisions and limitations of the above mentioned and a distribute being a different and associated sold and associated sold the sold and associated sold the sold of the sol Cook Cook small singular the comme. Village of Park Forest. AND STATE OF ILLINOIS TO WIT Lot 10 in Block 66 in the Resubdivision of Blocks 46 and 65 in the Village of Park Forest Area #5, a subdivision of part of the East 1/2 of S ction 35 and the West 1/4 of Section 36, Township 35 North, Range 13, Rast of the Third Principal Meridian, in Cook County, Illinois.

**LILLIAN ZAVALA IS EXECUTING THIS TRUST DEED SOLE FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

which, with the property hereinatter described, is referred to herein as the optentives

Permanent Reat Estate Index Number(s)

31-35-416-022

Addresses of Real Estate 214 Nashua Street Park Forest, Illinois

10.6 d 11H R with a improvements to openits cosenior is and appartenances thereto belonging and all tents assuce and proofs thereof for so long and during a society of the society which rents as assumptions in pledged primarily and on a partic will oscillate and not secondarial and a society of the societ

TO HAVE AND TO HOVED the previous continues of Prastee its introducers and assens forever for the purposes, and apon the uses inditions reported from the from all rights and penetits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and open this Mortgagoty do note the exploses a federale and was a

Joaquin R. Zavala, married to Lillian Zavala The name of a record (when so

This I rust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this I rust Deed) are incorporated by reference, and hereby are made a part hereof the same as though they were here set out in full and shall be hinding on Mortgagors, their hear, on and awarn.

Witness the hands and so ψ_{S} is M the upons the disconditional fits above written

JOAQUIN R. ZAVALA

illian growin LILLIAN ZAVALA

(Scal)

(Neal)

HE . CM

1, the undersigned, a Sotary Public in and for said County

State of Illinois, County of

with State dorsald IMDHEREBY CERTIFY that - - JOAQUIN R. ZAVALA, married to

Lillian Zavala - - -

St A.

PRINT OH

personance known to me to be the same person. So whose name. So are subscribed to the foregoing instrument. appeared before me this day in person, and acknowledged that . If help signed, scaled and delivered the said distribution as tice and soluntities act, for the uses and purposes therein set forth, including the release and waiver of the their

(Scal)

"OFFICIAL SEAL" Cover under my hand and others PATRICK D. 496. Notary Public State of Illinois

October

19 91

Commission expires

This instrument was prepared the Commission Library Parisis

9443 S. Ashland Chicago, Illinois

Mail this instrument ...

151A111

1ZIP CODE1

ORRECORDER SOFFICE BOX NO. 364

THE FOLLOWING ARE THE TOYER AND PROPERTY OF THIS TRUST DEED AND PART (FIDE DRUST DEED VICE) THERE BEGINS:

- 1. Mortgagots shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any 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 exidence of the discharge of such prior lien to Trustee or to holders of the note. (5) complete within a reasonable time any building or buildings now or at any time in process of crection 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. Morigagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, turnish to Frustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors 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 fulf the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to 1 instect for the holders of the note, such rights to be evidenced 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 hereinbefore required of Mortgagots 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 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 hen hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized has 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 tate of time per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any tight accruming to them on account of any default hereunder on the part of Mortgagots.
- 5. The Liustee or the holes 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 produced from the appropriate public office without inquity 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 thereof
- 6. Mortgagors shall pay each stem of indebtedness began mentioned, both principal and interest, when due according to the terms bereof. At the election of the holders of the Arrigopal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal ofte 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 agreement of the Mortgagors bettern contained.
- 7. When the indebtedness hereby secure, is all become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of Trustee shall have the right to forcelose the hen hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage acot, his any suit to forcelose the hen hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and or, ones which may be paid or incurred by or on behalf of Trustee or holders of the note for attorness, fees, Trustee's fees, ontay fees, ontay
- 8. The proceeds of any foreclosure sale of the premises shall be discretized 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 indebted, any additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid fourth, any overplus to Mortgagors, 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 Decrease 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 Mortgagors at the time of application for such receiver and without regard to the then sale of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as 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 period for redemption, whether there be redemption or not, as well as during any further times whin Mortgagors, except for the intervention of such register, 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 procession, 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) In a indebtedness secured hereby, or by any decrease foreclosing this Trust Deed, or any tax, special assessment or other hen which may be or became superior to the hereof or of such decrease provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale and to ficiency.
- 30. 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 of the holders of the note shall have the right to inspect the premises at all reasonable time, and across 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, we 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 between the case of his own gross negligence or misconduct or that of the agents of employees of Trustee, and he may require 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 noie, 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 trustees such successor trustee may accept as the genuine noise 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, mability 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 beteunder 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.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No

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.

Trustee