

91590939 3 9

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made NOVEMBER 5, 1991, between WILLIAM HERNANDEZ JR. herein referred to as "Grantors", and ROBERT DAVIS of OAKBROOK TERRACE, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of THIRTY THOUSAND, EIGHT HUNDRED FIFTY-EIGHT DOLLARS AND TWENTY-EIGHT CENTS Dollars (\$ 30858.28 ), together with interest thereon at the rate of (check applicable box):

XX Agreed Rate of Interest 15-70 % per year on the unpaid principal balances

N/A Agreed Rate of Interest This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be N/A percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H-5. The initial Prime Loan rate is N/A %, which is the published rate as of the last business day of N/A; therefore, the initial interest rate is N/A % per year. The interest rate will increase or decrease with changes in the Prime loan rate when the Prime loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Prime loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than N/A % per year nor more than N/A % per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of N/A. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 120 consecutive monthly installments: 1 at \$ 551.59, followed by 11 at \$ 511.22, followed by N/A at \$ N/A, with the first installment beginning on DECEMBER 15, 1991 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at OAK PARK, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors do hereby warrant the payment of the said obligation in accordance with the terms, conditions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby warrant (WARRANTY and WARRANTY) unto the Beneficiary, its successors and assigns the following described Real Estate and all of their estate, title and interest thereon, situate, lie and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS to-wit:

LOT 12 IN BLACK 2 IN PHIMNEY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-11-212-030 TAX NO.

COMMONLY KNOWN 628 N. CHRISTIANA, CHICAGO, ILL. 60624

DEPT-01 RECORDING \$12.50  
T89550 TRAM 2296 11/08/91 14:49:00  
#5430 \$5 \*91-590939  
COOK COUNTY RECORDER

THESE TRUSTS with improvements and fixtures are attached together with covenants, rights, privileges, interests, terms and profits TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns forever for the purposes and upon the uses and trusts herein set forth, to the said all rights and benefits under and to issue of the Homestead Exemption Law of the State of Illinois, which said notes and trusts the Grantors do hereby expressly make and warrant.

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 Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

William Hernandez

Rebecca Hernandez

WILLIAM HERNANDEZ JR.

REBECCA HERNANDEZ FOR HOMESTEAD RIGHTS

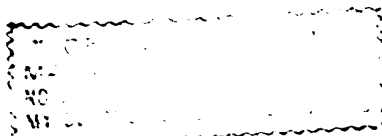
STATE OF ILLINOIS

County of COOK

MARY T. TOMASZEWSKI

A Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM HERNANDEZ

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE is the free and voluntary act, for the uses and purposes aforesaid set forth. GIVE to me my hand and seal at this place this 15th day of NOVEMBER 1991.



This instrument was prepared by:

CHARLENE BELL, 6905 W. NORTH AVE, OAK PARK, ILL. 60302

1350 B

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1  
(THE REVERSE SIDE OF THIS TRUST DEED):

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Grantors 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, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 compliance satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, 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 Beneficiary, 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 Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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 interest any tax or promise 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 interest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any item as set out in the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, all costs of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonable, necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or 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 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 Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
9. 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 of Grantors 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 the 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 of redemption, whether there be redemption or not, as well as during any further times when Grantors, 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 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.
10. The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, Grantors will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.
11. No action for the enforcement of the lien 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.
12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.
13. 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien thereof, by proper instrument.
15. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.



DELIVERY

NAME BART RUSK  
STREET 6905 W. NORTH AVE.  
CITY OAK PARK, ILL. 60302

FOR RECORDING INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

6905 W. NORTH AVE.  
OAK PARK, ILL. 60302

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

# UNOFFICIAL COPY

Form **BCA-2.10**

**ARTICLES OF INCORPORATION**

0 2 6

(Rev. Jan. 1991)

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-6961

# FILED

OCT 21 1991

GEORGE H. RYAN  
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

This space for use by  
Secretary of State

Date 10-21-91

Franchise Tax \$ 25 -

Filing Fee \$ 75 -

Approved: *TD* 100 -

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. CORPORATE NAME: JADE MONKEY, INC.

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

|                              |                   |                       |                  |
|------------------------------|-------------------|-----------------------|------------------|
| 2. Initial Registered Agent: | <u>Louis</u>      | <u>A.</u>             | <u>Amoroso</u>   |
|                              | <i>First Name</i> | <i>Middle Initial</i> | <i>Last name</i> |
| Initial Registered Office:   | <u>150</u>        | <u>Hilltop</u>        |                  |
|                              | <i>Number</i>     | <i>Street</i>         | <i>Suite #</i>   |
|                              | <u>Barrington</u> | <u>60010</u>          | <u>Lake</u>      |
|                              | <i>City</i>       | <i>Zip Code</i>       | <i>County</i>    |

3. Purpose or purposes for which the corporation is organized.  
(If not sufficient space to cover this point, add one or more sheets of this size.)

The corporation is organized for the purpose of operating an import gallery and selling artifacts on a wholesale and retail basis and for all related lawful business activity for which corporations may be organized under the Illinois Business Corporation Act.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

| Class  | Par Value per Share | Number of Shares Authorized | Number of Shares Proposed to be Issued | Consideration to be Received Therefor |
|--------|---------------------|-----------------------------|--|---------------------------------------|
| common | \$ npv              | 1000                        | 300                                    | \$ 4,500.00                           |
|        |                     |                             |  |                                       |
|        |                     |                             |  |                                       |

TOTAL \$ 4,500.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

The shares are issued subject to a Stock Repurchase Agreement requiring that any shareholder desiring to transfer his shares must offer them to the corporation first and then the other shareholders.

(over)

91594026

# UNOFFICIAL COPY

91594026

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: \_\_\_\_\_  
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

| Name | Residential Address |
|------|---------------------|
|      |                     |
|      |                     |
|      |                     |

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ \_\_\_\_\_  
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_  
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ \_\_\_\_\_  
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

91594026

7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g. authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 15, 1991

DEPT-01 RECORDING \$14.50  
 T#5555 TRAN 2424 11/12/91 14:40:00  
 #5761 ÷ E \* -91-594026  
 COOK COUNTY RECORDER

- Signature and Name
1. Elizabeth Waring  
 Signature  
 Elizabeth Waring  
 (Type or Print Name)
2. \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 (Type or Print Name)
3. \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 (Type or Print Name)

1. 2650 W. Belden  
 Street  
 Chicago, IL 60657  
 City/Town State Zip Code
2. \_\_\_\_\_  
 Street  
 \_\_\_\_\_  
 City/Town State Zip Code
3. \_\_\_\_\_  
 Street  
 \_\_\_\_\_  
 City/Town State Zip Code

(Signatures must be in ink on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on carbonated copies.)  
 NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice President and verified by him, and attested by its Secretary or Assistant Secretary.

### FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25 and a maximum of \$1,000,000.
- The filing fee is \$75.
- The **minimum total due** (franchise tax + filing fee) is **\$100**. (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if needed.

Mail to

LAW OFFICES  
**HARRIS AND BERLIN**  
 53 WEST JACKSON BLVD.  
 SUITE 642  
 CHICAGO, ILLINOIS 60604  
 312-938-4404

Illinois Secretary of State Springfield, IL 62756  
 Department of Business Services Telephone (217) 782-6961

