GEORGE E. COLE-LEGAL FORMS

Feb u.A. 106 COPY 91043153 TRUST DE ED ILLIN (1) For Use With Note Form 1448

| 2900/-348 | (Monthly Payments Including Interest) |
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| makes any warranty with respec | t thereto, including any warranty of merchantability or Intness for a particular purpose. |

| The state of the s | |
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| THIS INDENTURE, made January 9, 1991 | |
| between Felix Rivera & Victoria E. Rivera | |
| Christina Rivera & Hector Rivera | pert-01 recombing \$13.25 t#8888 than 6021 01/29/91 11:33:00 |
| 3459 N. Albany, Chicago, Illinois. (NO AND STREET) (CITY) (STATE) | #5797 # H *91043153 |
| Albany, Chicago, Illinois, (STATE) herein referred to as "North CENTRAL BANK AND TRUST COMPANY 505 WEST ROOSEVELT ROAD | . COOK COUNTY RECORDER |
| CHICAGO, ILLINOIS 60607 | 1 |
| to the legal holder of a principal promissory 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 9-564-04 | The Above Space For Recorder's Use Only |
| Dottars, and interest from January 9, 1991, on the balance of principal remains | ining from time to time unpaid at the rate of 14.0 per cent |
| per annum, such principal so n and interest to be payable in installments as follows: 1. Dollars on the 23rd day of Eebruary, 1991 and 138.23 | |
| the 23rd day of each anne er month thereafter until said note is fully paid, except that | t the final payment of principal and interest, if not sooner paid, |
| shall be due on the 23rd day Lanuary 2003 all such payments on account | n of the indebtedness evidenced by said note to be applied first |
| the extent not paid when due, to bear in erectafter the date for payment thereof, at the rate of the extent not paid when due, to bear in erectafter the date for payment thereof, at the rate of the payment thereof. | of 14.0 per cent per annum, and all such payments being |
| holder of the note may, from time to time, in y long appoint, which note further provides that | or at such other place as the legal tolder thereof and without notice, the |
| the extent not paid when due, to bear in erest after the date for payment thereof, at the rate of made payable at SOUTH CENTRAL BANK AND TRUST CO.—holder of the note may, from time to time, in y riong appoint, which note further provides that a principal sum remaining unpaid thereon, together with accrued interest thereon, shall become case default shall occur in the payment, when due, if any installment of principal or interest in and continue for three days in the performance of any other agreement contained in this Trust Expiration of said three days, without notice), and the all parties thereto severally waive protest. | |
| NOW THEREFORE, to secure the payment of the sa d principal sum of money and interes above mentioned note and of this Trust Deed, and the performance of the covenants and agreem also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby aw WARRANT unto the Trustee, its or his successors and assigns, the following described Real situate, lying and being in theCity_of_Chicago, COUNTY OF | nents berein contained, by the Mortgagors to be performed, and eknowledged, Mortgagors by these presents CONVEY AND Estate and all of their estate, right, title and interest therein. |
| Lot 2. Block 3 in Joseph Bickerdike's Third | Subdivision in the Southwest |
| 1/4 of Section 24, Township 40 Norti, Range Meridian, in Cook County, Illinois. | 13, East of the Third Principal |
| | 7.7 |
| Y/\(\dots\) | 1102 |
| which, with the property hereinafter described, is referred to herein as the "premises," | R 0-0 |
| which, with the property hereinafter described, is referred to herein as the premises, | 91043153 |
| Permanent Real Estate Index Number(s): | |
| Address(es) of Real Estate: 3459 N. Albany, Chicago | |
| TOGETHER with all improvements, tenements, easements, and appurtenances thereto be during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or then and air conditioning (whether single units or centrally controlled), and ventilation, including awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. A mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be pa TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and a herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt Mortgagors do hereby expressly release and waive. The name of a record owner is: Felix Rivera & Victoria E. Rivera & | rt of the mortgaged premi es. issigns, forever, for the pi tposes, and upon the uses and trusts ion Laws of the State of Hillians scheduliard rights and benefits |
| This Trust Deed consists of two pages. The covenants, conditions and provisions appearing herein by reference and hereby are made a part hereof the same as though they were here so successors and assigns. Witness the hands and seale of Mortgagors the day and year first above written. | on page 2 (the reverse side of this Trust Deed) are incorporated |
| X Telef Revers (Seal) X | Victoria E. Rivera (Seal) |
| PLEASE Felix-Riverá PRINTOR TYPE NAME(S) | /ictoria E. Kivela |
| TYPE NAME(S) BELOW SIGNATURE(S) X WEIGHT X (Scal) X | Hutor Kinera (Seal) |
| Christina Rivera | Hector Rivera (Sea) |
| State of Illinois, County ofCOOKss., | I, the undersigned, a Notary Public in and for said County Rivera & Victoria E. Rivera |
| OFFICIAL SEAL "and Christina Rivera & Hector Series T PROJANS Killy known to me to be the same person services and purpose of the same person services and purpose to the same person and acknowledged that it commission expires any suppose of the same person, and acknowledged that it commission expires any suppose of the same person, and acknowledged that it commission expires any suppose of the same person and purpose of the same person services and purpose of the same person services of | |
| Given under my hand and official seal, this 9th day of J Commission expires 19 Dearth 120 120 | anuary 19 91 |
| This instrument was prepared by Rose Reilly, 555 W. Roosevel | Notary Public Lt Rd., Chicago, IL 60607 BANK AND TRUST COMPANY |
| | BANK AND IKUSI GUMEADII |
| 333 1123. | FROOSEVELT ROAD |
| | |

THE FOLLOWING ARE THE COVEY VIS, CONDITION SAND PLOVISIONS REFERRIL TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED, AND LICH FOR A PART OF THE TRUST DEED, AND THERE BEGINS:

- 1. Mortgagors 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 evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or bui
- 2. Mortgagors 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 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 companies 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 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 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 herein authorized and all expenses paid or incurred in connection therewith, including reasonable alterneys' fees, and any other moneys advanced by Trustee 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 secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the boilers 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 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 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 or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 7. When the indebtedness hereby secured thall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage all that 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 (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar that a 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 evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition and 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 rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection wind the varion, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaint if, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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. 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 indebtect, as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair; 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 Deer. 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 retice, without regard to the solvency or insolvency 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 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 in a Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which, say be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid 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) T. in beddeness 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 to ficiency.
- 10. 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 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 Truster to 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he miss 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 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, such 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 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.

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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.

| The | Installment | Note | mentioned | in the | within | Trust | Deed | nas | been |
|-----|---------------|---------|--------------|--------|--------|-------|------|-----|------|
| iđe | ntified herev | vith ur | der Identifi | cation | No | | | | |

Trustee