



TRUST DEED COOK COUNTY, ILLINOIS FILED FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 27, 1993, between Rene Garcia, Jr and Margarita Garcia, His Wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARRRX~~ Manufacturers Bank

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 27, 1993 on the balance of principal remaining from time to time unpaid at the rate of 8.0% per cent per annum in instalments (including principal and interest) as follows: Six Hundred

Eight and 30/100 (\$608.30) Dollars or more on the 1ST day of July 1993 and Six Hundred Eight and 30/100 (\$608.30) Dollars or more on the 1ST day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of June, 1998. 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 instalment unless paid when due shall bear interest at the rate of 11.00% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Manufacturers Bank in said City, 1200 N. Ashland Avenue, Chicago, IL 60622

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Cook COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 48 in Block 3 in Chicago Heights, Being a Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 40 North, Range 13 East of The Third Principal Meridian, In Cook County, Illinois.

Property Address: 5100 West Belden Avenue, Chicago, IL 60639
PIN # 13-33-201-038-0000

If the makers shall sell, assign or transfer any right, title or interest in the real estate securing this Note, or any portion thereof, without the written consent of the holder of this Note, Holder shall have the right at Holder's option to declare all unpaid indebtedness hereunder to be immediately due and payable, anything in this Trust Deed or Note to the contrary notwithstanding.

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 Mortgagors may be entitled thereto (which are pledged primarily, and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Rene Garcia, Jr. (SEAL)

Margarita Garcia (SEAL)

STATE OF ILLINOIS,
County of Cook

I, The Undersigned

SS.

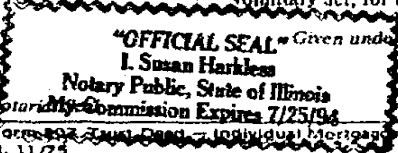
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rene Garcia, Jr. and Margarita Garcia, His

Wife

who are personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

They signed, sealed and delivered the said Instrument as Their free and

voluntary act, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 27th day of May 19 93

I. Susan Harkless Notary Public

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KNOW ALL MEN BY THESE PRESENTS, that Renee Garcia, Jr. and Margarita Garcia, His Wife-----

----- Hereinafter called First Party, in consideration of One Dollar (\$1.00), to in hand paid, the receipt whereof is hereby acknowledged, and all other good and valuable considerations, we hereby assign, transfer and set over unto the MANUFACTURERS BANK, An Illinois Corporation, its successors and assigns (hereinafter called the Second Party), as additional security to secure an indebtedness of \$ 30,000.00 due and owing to the MANUFACTURERS BANK, as aforesaid, all of the rents, earnings, income issues and profits of and from the real estate encumbered to secure the indebtedness as aforesaid, of this date and legally described as follows, to wit: Lot 48 in Block 3 in Chicago Heights, Being a Subdivision of the North 1/2 of The Northwest 1/4 of the Northeast 1/4 of Section 33, Township 40 North, Range 13 East of The Third Principal Meridian, In Cook County, Illinois. Property Address: 5100 W. Belden Avenue, Chicago, IL 60639 PIN# 13-33-201-038-0000

It is the intention hereof to hereby make and establish an absolute transfer and assignment of all leases and agreements and all the rents, earnings, issues, income and profits thereunder arising from the real estate heretofore described and given as security as aforesaid on the indebtedness due and owing to MANUFACTURERS BANK, with the provision, however, that this assignment shall not become operative until a default exists in the payment of principal or interest, or in the performance of the terms and or conditions contained in the documents evidencing the indebtedness due and owing to MANUFACTURERS BANK.

This assignment shall become null and void when the aforesaid indebtedness and liabilities of the undersigned, under the aforesaid documents, shall be paid in full; and the Second Party upon full payment shall cause a Release Deed to be issued on this instrument.

It is understood and agreed that the Second Party shall have the right to manage and operate the real estate and premises and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals replacements, alterations, additions betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its Attorneys, Agents, Clerks servants and other employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof.

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Given under hand and seal the day and year first above written.

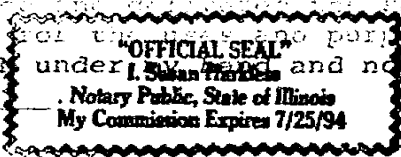
Rene Garcia, Jr. (SEAL) Margarita Garcia (SEAL)

STATE OF ILLINOIS) ss
COUNTY OF COOK)

I, The Undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Renee Garcia, Jr. and Margarita Garcia, His Wife

personally known to me to be the same person, whose name, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged they signed, and acknowledged the contents thereof as their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of May 19 93



[Signature] Notary Public

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**RETURN TO:
MANUFACTURERS BANK
1200 N. ASHLAND AVE.
CHICAGO, IL 60622**

Property of Cook County Clerk's Office