## TRUST (all the later of the lat

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makes any warranty with majorit thireto, including any warranty of marchantability or America for a particular purpose.	
THIS INDENTURE, made October 22 19 93,	
between Alberto F. Soriano and Erma Carineo	
1131 W. Addison	
Chicago, IL 60613	
(NO AND STREET) (CITY) (STATE)	
LEVCO FINANCIAL SERVICES, INC. 34140915	
5765 N. Lincoln Ave. Chicago, IL 60659	
(NO. AND STREET) (GITY) (STATE)  Exercin referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted	77 Ab S. B. B. L. L. B. S.
n the least bolder of a principal promisery note, termed "Installment Note" of even data	The Above Space For Recorder's Use Only
erewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which one Mortgagors promise it say the principal sum ofNIRE_Thousand_and	d_no/100
Pollars, and interest fro n. February 8, 1994 on the balance of principal rem er annum, such principal sure, and interest to be payable in installments as follows: TWO. I	aining from time to time unpaid at the rate of 13 per cent
Pollars on the 8th day ( March 1994, and Two Hundred Fo	our and 77/100Dollars on
ne 8th day of each and every month thereafter until said note is fully paid, except the	nat the final payment of principal and interest, if not sooner paid,
hall be due on the <u>8th</u> dry of February, 19, 29all such payments on accord accurated and unpaid interest on the laborated balance and the remainder to principal	unt of the indebtedness evidenced by said note to be applied first; the portion of each of said installments constituting principal, to
he extent not paid when due, to bear intries' after the date for payment thereof, at the rate	of <u>13</u> per cent per annum, and all such payments being
nade payable at LEVCO FINANC (1): SERVICES INC. older of the note may, from time to time, in viling appoint, which note further provides that rincipal sum remaining unpaid thereon, together with accrued interest thereon, shall become	at the election of the legal holder thereof and without notice, the
ise delauli shali occur in the navment. When due, at ar v installment of poncioul or interest in	accordance with the terms thereof or in case default shall occur
nd continue for three days in the performance of a wall-ragreement contained in this Trust spiration of said three days, without notice), and the all parties thereto severally waive pre	Seed (in which event election may be made at any time after the sentment for payment, notice of dishonor, protest and notice of
rotest.  NOW THEREFORE, to secure the payment of the said principal sum of money and inter-	est in accordance with the terms, provisions and limitations of the
pove mentioned note and of this Trust Deed, and the performance of the covenants and agree so in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby	acknowledged. Mortogogra by these presents CONVEY AND
ARRANT unto the Trustee, its or his successors and assign	Cools
ot 12 in Block 2 in Ernest J. Lehmann's Subdivision	
ivision of the North West quarter of the Sout 1 East	Quarter of Section 20,
traton of the Motth west quarter of the South Bast	
ownship 40 North, Range 14, East of the Third Princi	pal Meridjan jexcept
ownship 40 North, Range 14, East of the Third Princi	. T#4444 TRAN 4942 02/15/94 11:03:
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ownship 40 North, Range 14, East of the Third Princi ailroad right of way) in Cook County, Illino s  thich, with the property hereinafter described, is referred to herein as the "premises," ermanent Real Estate Index Number(s): 14-20-400-008  ddress(es) of Real Estate: 1131 W. Addison, Chicago, IL	T04444 TRAN 4942 02/15/94 11:03:0  #4687 # LF #-94-1459  COOK COUNTY RECORDER  94145919
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## THE FOLLOWING ARE THE COVERANTS, CONDITIONS AND PROPERTY OF PAGE I (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE DEGINS:

- 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 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.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sower 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 payable, in case of loss or damage, to Trustee for the benefit pfithe 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 attorneys' 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 'or lers 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 va' dity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item 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 octor in this Trust Deed to the contrary, become due and payable when 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 secure, s, all 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 all other rights provided by the laws of Illinois for the enforcement of a mortgage doo, 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 emperatures and expenditures and expenditure 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 with () any action, suit or proceeding, including but not limited to probate and bankruptcy secured; or (b) preparations for the commencement of any suit for the forecastic differential of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be discributed 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, as 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 Morigagors, 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 Dee', 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 Mortgagors at the time of application for such receiver and without regard to the then alue 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. Sich receiver shall have power to collect the rents; issues and profits of said premises during the pendency of such foreclosure suit and, in case o' 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 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 any 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. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject. 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 time. and seccess 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 Trust a 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may equire 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 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 faireninger.
- 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	identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	· · · · · · · · · · · · · · · · · · ·