This instrument prepared by BARBARA HACKELL 95760954 1300 W. BELMONT, CHICAGO, IL (ACCITESS) 60657

> . DEPT-01 RECORDING \$29.50 T#0010 TRAN 3225 11/05/95 12:35:00

\$1910 \$ C.J *-95-760954 COOK COUNTY RECORDER

TRUST DEED 788299

| ' O. | | |
|--|---|---|
| THOMPSHITHES | THE ABOVE SPACE FOR RECO | between ADRIANA ALCANTARA,, herein referred to as "Mortgagors," and |
| THIS INDENTURE, MADE CONTROL AND THE STATE OF THE MADE CONTROL AND CONTROL AND THE MADE CONTROL AND THE CONTRO | 19 95 INMADO 30 701M MCMATOC | berein referred to as "Medagagam" and |
| UNMARRIED AND CELIA MARCO AL; | ONMARKIED, AS JOINT TENANTS | , rierem reterreu to as mongagors, ano |
| CHICAGO TITLE AND TRUST X | Wasia basis afaasaka sa Ta | _, an illinois corporation doing business in |
| | | , nerein referred to as mortgagors, and, an Illinois corporation doing business in ustee, witnesseth: |
| | | romissory Note hereinafter described. Said |
| legal holder or holders being herein referred | | mol FOUR THOUSAND FIVE HUNDRED |
| TWENTY-FIGHT AND 47/100 | Dollars, e | evidenced by one certain Promissory Note |
| (the "Note") of the Mortgagors of even da | te herewiti (ilic'uding particularly, but h medodime in counder), made navable: | ot exclusively, prompt payment of all sums |
| and by which said Note the Mortgagors p | romise to make monthly payments of p | to the Holders of the Note and delivered, in rincipal and interest, with the whole debt, if |
| not paid earlier, due and payable as provi | ided in the Note. All of said principal and | i interest payments under the Note shall be |
| made at the place or places designated | n writing from time to time by the Holde | rs of the Note. |
| NOW, THEREFORE, the Mortgagors to | secure: (a) the payment of the said pr | incipal sum of money and said interest in |
| accordance with the terms provisions and | t limitations of this trust deed: (b) the perf | ormance of the covenants and agreements |
| Therein contained, by the Mortgagors to be | performed; (c) the payment of all pliners of deed: and (d) the unnaid halarices of t | ums, with interest, advanced under Section oan advances made after this trust deed is |
| delivered to the recorder for record, do by | these presents BARGAIN, SELL, GPAN | (T, TRANSFER, CONVEY and WARRANT and all of their estate, right, title and interest |
| unto the Trustee, its successors and assign | ins, the following described Real Es ate: | and all of their estate, right, title and interest |
| therein, situate, lying and being in the <u>CITY</u> | OF CHICAGO | AND OTATE OF HAMOIO |
| | ,COUNTY OF COOK | AND STATE OF ILLINOIS, |
| to wit: PLEASE SE | E SCHEDULE "A" WHICH IS ATTAC | HED HERSTO |
| AND A P | ART HEREOF FOR THE LEGAL DES | CRIPTICAL. |
| Discharts much Belassass Valums | Page | 6) ********* 4 (5) ** 4 |
| Prior Instrument Reference: Volume | , raye, | |
| Permanent tax number: 13-15-237-04 which, with the property hereinafter desc | shed is referred to begin as the totam | icae" |
| TOGETHER with all improvement | nts, tenements, easements, fixtures, and | f apourtenances thereign belonging, and all |
| rents, issues and profits thereof for so long | and during all such times as Mortgagors | may be entitled thereto (which are pladged |
| primarily and on a parity with said real es | iate and not secondarily) and all appara | tus, equipment or articles now or hereafter ingeration (whether single unit, or centrally |
| controlled), and ventilation, including (with | out restricting the foregoing), screens, to | window shades, storm doors and windows, |
| Boor coverings, in-a-door beds, awnings, a | stoves and water heaters, but not includir | na any apparatus, equipment of articles that |
| constitute "household goods", as the term | i is defined in the Federal Trade Commit | ssion Credit Practices Rule (16 C.F.R. Part said real estate whether physically attached |
| thereto or not, and it is agreed that all t | similar apparatus, equipment or articles | s hereafter placed in the premises by the |
| Mortgagors or their successors or assign TO HAVE AND TO HOLD the ore | is shall be considered as constituting pa emises unto the said Trustee, its success | art of the premises. sors and assigns, forever, for the purposes, |
| and upon the uses and trusts herein set to | rth, free from all rights and benefits under | and by virtue of the Homestead Exemption |
| Laws of the State of Billings, which saiding | nts and benefits the Mongagors do neret | by expressly release and waive. By signing |
| DHOW | , the spouse of Mongagor, has | also executed this trust deed solely for the uch spouse's rights and benefits under and |
| by virtue of the Homestead Exemption L | es hereby su release arm waive; diruisi swe of the Stale of Illinoic | The short of rights and pending almet and |
| by summer in the Lightestern Evenilyton C | and of the oldte of minors. | |

1. Mortgagors shall promptly pay when due the principal and interest on the debt evidenced by the Note and any other

charges due under the Note.

2. Mortgagore shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3. Mongagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges or fines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mongagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against less or dainage by fire, lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies 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 ter, days prior to the respective dates of expiration.

5. If Mortgagors fail to perform the covenants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herein 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, compremise 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies 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. Unless Mortgagors and the Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment. 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 failure to perform the covenants, conditions and provisions contained herein on the part of Mortgagors

6. The Trustee or the Holders 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 fien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according

to the terms hereof.

8. When the indebtedness hereby secured shall become due whether by a charaction or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lier hereof, except as otherwise provided by applicable law, 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 No.e for attorneys' fees, Trustee's fees, appraiser's fees, outlays 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 procuring all such a ostracts of title, title searches and examinations, title insurance policies. Torrens certificates, and similar data and assurances with espect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bioders at any sale which may be had pursuant to such decree the true condition of the title to 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 a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to 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 hot 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.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the foilowing 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 Note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their right: may appear.

10. 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 hetere 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 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would po 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 Countifrom time to time may authorize the receiver to apply the new income in his hands in payment in whole or in part of: (a) The Lindebtedness 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; (b) the deficiency in case of a sale and deficiency

17. 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, except as otherwise

provided by applicable law

12. 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

13. If this to stilleed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the promises, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree

to the merger in writing.

. The proceeds of any award or claim for damagos, direct or consequential, in connection with any condemnation or other taking of any part of the premises or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether or not then due, with any excess paid to Mortgagors. In the event of a partial taking of the premises, unless the Holders of the Note otherwise agree in writing, the sums secured hereby by this trust deed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the premises immediately before the taking. Any balance shall be paid to Mortgagors. If the premises are abandoned by Mortgagors, or if, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for dumages, Mortgagors fail to respond to the Holders of the Note within 30 days, after the date the notice is given, the Holders or the Note are authorized to collect and apply the proceeds, at its or their option, either to restoration or repair of the premises or to the sums secured by this trust deed whether or not then due. Unless the Note provides any application of the process of the note and principal shall not extend or postpone the due date of the monthly Note provides otherwise, any application of the process to principal shall not extend or postpone the due date of the monthly payments referred to in Section 1 hereof or change the amount of such paymens.

15. If the loan secured by this trust deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected and be collected in connection with the loan exceed the permitted

limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which exceeded permitted limits will be refunded to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

16. This trust deed shall be governed by federal law and the laws of Illinois. In the event that any provision or clause of this trust dead or the Note conflicts with applicable law, such conflict shall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this engine provisions of this trust deed and the Note

are declared to be severable.

Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless exp. costy obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents

or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

18. Trustee shall refease 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 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 an identification number purporting to be placed thereon by a pricr trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note herein designated as makers thereof.

19. 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 resignation, inability or refusal to act or Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor Trust.

have the identical title, powers and authority as are herein given Trustee.

20. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming C: under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons. Any Mortgagor who co-signs this trust deed but does not execute the Note: (a) is co-signing this trust deed only to mortgage, grant and convey that Mortgagor's interest in the premises under the terms of this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with ragard to the terms of this trust deed be or the Note without that Mortgagor's consent.

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21. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Illinois 'Trust And Trustee's

Act" shall be applicable to this trust deed.

22. To the extent required by applicable law, Mortgagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatement by Mortgagors, this trust deed and the obligations secured thereby shall remain fully

effective as if no acceleration had occurred.

23. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not natural persons) without the prior written consent at the Holders of this Note, the Holders of the Note may, at its ortheir option, require immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised if the exercise of this option by the Holders of the Note is prohibited by tederal law as of the date of this trust deed. If the Holders of the Note exercise this option, the Holders of the Note shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagors must hav all sums secured by this trust deed. If Mortgagors fail to pay these sums prior to the expiration which Mortgagors must pay all sums secured by this trust deed. If Mortgagors fail to pay these sums prior to the expiration of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand

of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

24. Except as provided in Section 23 hereof, if Mortgagors are in default due to the occurrence of any of the events of default provided in the "DEFAULT" provision of the Note, the Holders of the Note shall give Mortgagors notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is given to Mortgagors (which date may be the date Mortgagors are served with summons or have otherwise submitted to the jurisdiction of the court in a foreclosure proceeding brought by the Holders of the Note), by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have made an express written finding that Mortgagors have exercised Mortgagors' right to reinstate within the five (5) years inmediately preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this was deed, foreclosure by judicial proceeding and sale of the premises. If the default is not cured on or before the date specified in the notice, the Holders of the Note at its or their option may require immediate payment in full of all sums secured by the trust deed without further demand and may initiate or complete the foreclosure of the trust deed by judicial proceeding. Except as otherwise provided by applicable law, the Holders of the Note shall be entitled to coile if all expenses incurred in pursuing the rame lies provided in this Section 24, including, but not limited to, reasonable attorney's fees and costs of title evidence.

| WITNESS the hand and seal of Mortgage | ors the day and year first above written. |
|---|--|
| | SEAL COUNTRY ALCANTARA ISSAL |
| | Morigagor CELIA MARISCAL |
| STATE OF ILLINOIS, | 4 |
| COUNTY OF COOK SS. | 1/3, |
| I LIZA M. VIGO | , a Notary Public in and for and residing in said County |
| in the State aforesaid, CERTIFY THAT ADRIANA ALCANTARA A | ND CELIA MARISCAL |
| | , personally known to me to be the same per |
| son S whose name S ARE subscribed to the foreg | oing Instrument, ar peared before methis day in person and |
| acknowledged thatTHEY signed, sealed and delin | vered the said Instrument as <u>THETR</u> free and |
| voluntary act, for the uses and purposes therein set forth. | |
| Given under my hand and Notarial Seal this 30TH | day of OCTOBER , 19 95 . |
| "OFFICIAL SEAL" LIZA M. VIGO NOTARY PUBLIC, STATE OF ILLINOIS | In Micos |
| MY COMMISSION EXPIRES 4/26/97 | Notary Public |
| | ommission expires: APRIL 26 , 19 97 |
| IMPORTANT! | 788399 |
| | j Identification No |
| FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED | CHICAGO TITLE & TEUT COURSEY TRUSTED |
| LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE | By Charles I I I I I I I Trust Officer |
| TRUST DEED IS FILED FOR RECORD. | ASSET TOTAL PROPERTY. |
| CHICAGO TITLE & TRUST | FOR RECORDERS INCEX PURPOSES, INSERT STREET ADDRESS OF ABOVE |
| MAIL 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | DESCRIBED PROPERTY HERE: |
| 1 - | |
| CHGO, III. 60601 | 67 |
| PLACE IN RECORDER'S OFFICE BOX NUMBER | |

| * | .,011011(110 11 | |
|--|--|--|
| Beneficiary's Name | Account Number: | ni da manadisandan di kabupatan da da kabupatan da kabupatan da kabupatan da kabupatan da kabupatan da kabupat |
| and Address: ADRIANA ALCANTAR | A Name of Trustor(s): | ······································ |
| 4448 N. KASSON | | |
| CH60, Z11. 60630 | , | |
| C11001 2000 | | |
| Legal Description of Real Property: | | |
| OF LOTS 2, 3, 4, 5, 6, 16, subdivision of the Northeas | MILLER'S IRVING PAPE ADDITION 17, 18, 19 AND 20 AND PART OF T 1/4 OF SECTION 15, TOWNSHIP MERIDIAN, IN COOK COUNTY, ILL | LOT 21 OF THE 40 NORTH, RANGE 13, |
| 9 | | |
| O | Coop County C/o | |
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| Dual Dispositio | | |
| Real Property Commonly Known As: | | |
| Trustor(a): | ************************************** | ······································ |
| | | |
| Signature Date | | 788,199 |
| | | 100,00 |
| Signaturi Osta | Signature | Dale |

Page ____ of ____

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Property of Coot County Clert's Office