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TRUST DEED

7548 747 3R D2 20f3

CTTC Trust Deed 7

Individual Mortgagor

One Instalment Note Interest Included in Payment

USE WITH CTTC NOTE 7

Form 807 R.1/95

95293557

784687

DEPT-01 RECORDING \$31.00
T#0612 TRAN 3930 05/03/95 14:14:00
#5690 # JM *--95-293557
COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides) and TRUST DEED - RIDER A (2 pages of 1 sheet 2 sides)
subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the
mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made April 28, 1995, between

FRANCISCO LOZANO, a bachelor,
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 Installment Note hereinafter described, said legal
holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

FIFTY TWO THOUSAND AND NO/100 (\$52,000.00) - - - - - DOLLARS, evidence by one certain

Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF IRENE D. MARTIN,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date

thereof/hereof on the balance of principal remaining from time to time unpaid at the rate of ten per cent per

annum in installments (including principal and interest) as follows: \$687.19 \$687.19 or more on the 1st day of each

1st day of June, 1995 and 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 May, 2000 * 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 each installment

unless paid when due shall result in liquidated damages of: *(Balloon Payment Due)

1. \$ 25.00 PER LATE PAYMENT, or

PERCENT OF THE TOTAL MONETARY PAYMENT, or

LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois,

as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of

IRENE D. MARTIN, 17000 State Hwy. 14 E, Sparta, MO 65753

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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby

acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described

Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK,

AND STATE OF ILLINOIS, to wit:

LOTS 48, 49 AND 50 IN BLOCK 2 IN WARD'S SUBDIVISION OF BLOCKS 1, 4 AND 5 IN STONE AND

WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 38

NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 20-06-401-003-0000 (LOT 48);

20-06-401-002-0000 (LOT 49);

20-06-401-001-0000 (LOT 50)

Address of Real Estate: 4301 S. Wolcott Avenue, Chicago, IL 60609

318

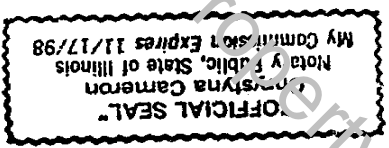
95293557

Office

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

- Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical 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 law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 notes 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 desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereunder 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 mortgages, and may, but need not, discharge, compromise or settle any tax lien or other

STATE OF ILLINOIS
County of Cook
I, Christina Cameron
do hereby certify that FRANCISCO LOZANO, a bachelor,
a Notary Public in and for the residing in said County, in the state
of Illinois,
SS
who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that he signed, sealed and delivered the said instrument as his
voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notary Seal this 27th day of April, 1995.



[SEAL]

[SEAL]

[SEAL]
Francisco Lozano

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

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 - RIDER A ATTACHED HERETO AND MADE PART HEREOF FOR FURTHER PROVISIONS OF THIS TRUST DEED.

which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, incements, 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 hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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 and water heaters.

(without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, heat, gas, air conditioning, water, light, power, refrigerator (whether single unit or centrally controlled), and ventilation, including with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity

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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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturely rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury 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 item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for 30 days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 holders of the notes, or any of them, 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 abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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. 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; 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 bill to fore close 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 the 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 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 Mortgagors, 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: (a) 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; (b) the deficiency in case of sale and deficiency.

10. 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 notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, 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 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.

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

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4301 S. Wolcott Avenue

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

JOSEPH M. CARABOTTA
180 N. LaSalle St., Ste. 2900
Chicago, IL 60601
312/782-8866

[] Recorders Box 333
[X] Mail To:
This instrument was prepared by and

BOX 333-CTI

CTTC Trust Deed 7, Individual Mortgagor One Instalment Note Interest Included in Payment, Use with CTTC Note 7, Form 807 R.1/95

Property

BY William J. ...
Assistant Vice President, Assistant Secretary
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

784687

Identification No.

IMPORTANT!
FOR THE PROTECTION OF BOTH
THE BORROWER AND LENDER
THE INSTALLMENT NOTE SECURED
BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED
FOR RECORD.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

under any provisions of this trust deed.
16. Before releasing this trust deed, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
15. This Trust Deed and all provisions hereof, shall extend to the 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 liable for the payment given Trustee.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein makers thereof.
with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance where the release is requested of the principal trustee and it has never placed its identification number on the principal notes described herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description requested of a successor trustee may accept as the genuine notes herein described any notes which bear an indebtedness hereby secured or have been paid, which representation Trustee may accept as true without inquiry. Where a release is any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all


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TRUST DEED - RIDER A

THIS RIDER A IS ATTACHED TO AND IS MADE PART OF TRUST DEED (CONCERNING REAL ESTATE COMMONLY KNOWN AS 4301 S. WOLCOTT AVENUE, CHICAGO, ILLINOIS 60609) OF EVEN DATE HERewith BY FRANCISCO LOZANO, A BACHELOR, ("OBLIGOR" AND/OR "MORTGAGOR" AND/OR "MORTGAGORS"), TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE AND MORTGAGEE, SECURING INSTALMENT NOTE OF EVEN DATE THEREWITH/HERewith IN THE PRINCIPAL AMOUNT OF \$52,000.00, MADE BY SAID OBLIGOR/MORTGAGOR, AND PAYABLE TO IRENE D. MARTIN ("PAYEE" AND/OR "HOLDER" OR "HOLDERS").

- 1. Business Loan.** The Obligor/Mortgagor herein, acknowledges and agrees that the consideration for, and indebtedness represented by, said Instalment Note and Trust Deed, and Assignment of Rents, is a business loan.
- 2. Prepayment Privilege.** The Obligor/Mortgagor herein, may at any time hereunder, prepay all or part of the sums due and owing under said Instalment Note and Trust Deed, without penalty.
- 3. Grace Period.** All sums due and owing under said Instalment Note and Trust Deed, shall be due and payable on the 1st day of each and every month. Notwithstanding anything to the contrary, no payment called for hereunder shall be deemed late and subject to late penalties unless made after ten (10) days after the payment due date of any month under the terms of herein Note and Trust Deed.
- 4. Funds for Taxes and Insurance.** Obligor/Mortgagor shall pay to the Holder or Holders of the Note beginning on the 1st day of the month immediately following, until the Note is paid in full, a sum ("Funds") aggregating and equal to one-twelfth of anticipated yearly taxes and assessments and yearly hazard insurance premiums ("Escrow items"). Holder or Holders of the Note may estimate the Funds due on the basis of current data and reasonable estimates of future Escrow Items. The Funds shall be held in the name of the Holder or Holders and under the Obligor's/Mortgagor's social security number, in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. The Funds shall be used to pay the Escrow Items. Holder or Holders of the Note shall not be required to release or pay over to Obligor/Mortgagor any interest or earnings on the Funds as long as the Note has not as yet been paid in full. Holder or Holders of the Note shall give to Obligor/Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums to be paid hereunder and secured by the aforesaid trust deed. If the amount of the Funds held by the Holder or Holders of the Note is not sufficient to pay the Escrow Items when due, Obligor/Mortgagor shall pay to Holder or Holders of the Note any amount necessary to make up the deficiency in one or more payments as required by Holder or Holders of the Note. Upon

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payment in full of all sums due Holder or Holders of the Note and secured by the Trust Deed, Holder or Holders of the Note shall promptly refund to Obligor/Mortgagor any Funds held by Holder or Holders of the Note. The insurance coverage and policy or policies required under the terms of the Trust Deed, and/or any agent therefor, may be selected by Obligor/Mortgagor, but shall be in and issued by a carrier or carriers acceptable to the Holder or Holders of the Note, and shall also include requirement of carrier's written notice in advance of intended cancellation to Holder or Holders of the Note, at least a 30 days for non-compliance of carrier's recommendations or requirements, and 10 days for non-payment of premium.

5. Acceleration and Transfer. If all or any part of the real estate described in the Trust Deed, or any interest therein, is sold or transferred, or agreed by binding contract to be sold or transferred, by the Mortgagor, or Mortgagor's successors in interest, if any, at any time, without the prior written consent of the Holder or Holders of the Note, then in any of said events, the entire indebtedness shall become due and payable at the option of the Holder or Holders of the Note, and payment thereof may be enforced forthwith, provided that in the event of such a sale or transfer, or agreement to sell and transfer the real estate, or any interest therein, no waiver of the option on the part of the Holder or Holders of the Note shall be effective, unless in writing. If Holder or Holders of the Note exercise the option to accelerate, written notice thereof shall be mailed to the Mortgagors. Such Notice shall provide a period of not less than 30 days from the date of mailing, or of delivery thereof, as the case may be, within which Mortgagor shall be required to pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Holder or Holders of the Note may without further notice or demand on Mortgagor, invoke any remedy available to Holder or Holders of the Note.

7. Payment Currency. Principal, interest, funds and charges are payable in lawful money of the United States of America.

8. Singular and Plural. In the Note and Trust Deed, the singular shall include the plural and the instruments and indebtedness shall be the joint and several obligation of each maker, Obligor and Mortgagor.

Dated: April 28, 1995

Francisco Lozano
FRANCISCO LOZANO
4030 S. Brighton Place
Chicago, IL 60632

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