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GEORGE E. COLED LEGAL FORMS TRUST DEED (ILLINOIS) TRUST DEED (ILLINOIS) TRUST DEED (ILLINOIS) TRUST DEED (ILLINOIS) (ILLINOIS) (Monthly Payments Including intermations)	No. 206 November 1994 - (18 (1et)	
CAUTION: Consult a lawyer before using or actin Neither the publisher nor the seller of this form me with respect thereto, including any warranty of fitness for a particular purpose.	tikes any warranty -	96412846
THIS AGREEMENT, made March 21 between JUAN A. DOFUNTES and MARIA DOR 5827 West Roosevelt Road, Cicero, (No. and Street) (City) herein referred to as "Monargors," and ARTHUR O. JAROS, SR.	Illinois (State)	DEPT-01 RECORDING \$27.00 T00012 TRAN 0796 05/31/96 10:18:00 0723 \$ CG #-96-412846 COOK COUNTY RECORDER
(No. and Street) (City) herein referred to as "Trustee," witnesser. That Who justly indebted to the legal holder of a principal prof "Installment Note," of even date herewith, executed by payable to Benter and delivered, in and by which note in pay the principal sum of One Hundred Twenty. Dollars, and interest payable to time unpaid at the	Missory note, termed of Mortgagors, made fortgagors promise to 11,70 Thousand of the talance of 11,10 rate of 2,75	Abave Space for Recorder's Use Only
per cent per annum, such principal sum and interest installments as follows: One Thousand Three Historical on the 1st. day of May 1996, the 1st day of each and every month thereafter to interest, if not sooner paid, shall be due on the 1st indebt dness evidenced by said note to be applied first remainder to principal; the portion of each of said interest after the date for payment thereof, at the rate at 1990 of 100 of	indred Tylenty F. And One To Four J. And One To Four J. Antil said note is fully to accrued and unpertailments to accrued and thereon, toget a case default shall of or in case default shall of or in case default shall of or in case default shall of the said principal sum and of this Trust Decomposed also in consideration of their estate, right, to their estate, right, to the said principal sum and also in consideration of their estate, right, to the said principal sum and also in consideration of their estate, right, to the said principal sum and the said princ	pur and 2?/1001hs Dollars (\$1.321.22) pusand Three Hundred Twenty Dollars on 22/1005hl prid, except that the final payment of principal and

in Mandell and Hyman's Subdivision of the East half of the North West quarter and the

West half of the North East quarter of Section twenty (20), Township thirty nine (39) North, Range thirteen (13), East of the Third Frincipal Meridian, in Gook County, Illinois

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Permanent Real Estate Index N				
ACTUBILITIES SPORT PROBLE THREW T.	Number(s): 16-20-1:02-014-00	00.		
Address(es) of Real Estate: 5	823-5825 West Roomevelt Roa	d, Cicero, Il	linois.	
TOGETHER with all profits thereof for so long and primarily and on a parity with therein or thereon used to support to the profit of the support of the supp	l improvements, tenements, easements and during all such times as Mortgagors many and real estate and not secondarily), an apply heat, gas, water, light, power, refrigincluding (without restricting the for ador beds, stoves and water heaters. All physically attached thereto or not, and a rarticles hereafter placed in the premises. HOLD the premises unto the said Trus herein set forth, free from all rights and besaid rights and benefits Mortgagors do her	nd appurtenances they be entitled thereto dell fixtures, apparateration and air congoing), screens, with of the foregoing are the agreed that all by Mostgagors or the tee, its or his successivenesits under and by expressly release	sereto belonging, and al (which rents, issues and atus, equipment or article ditioning (whether single indow shades, awnings, re declared and agreed to buildings and additions seir successors or assigns s ssors and assigns, forever y virtue of the Homestea and waive.	profits are piedgot is now or hereafter is units or centrally storm doors and be a part of the and all similar or hall be part of the for the purposes, d Exemption Laws
The name of a record owner in	; Oak Park National Bank as	Trustee under	<u> Trust Number 46</u>	12
icrein by reference and hereb Mortgagors, their heirs, success	seals of Mossgagors the day and year first	above written.	re set out in full and si	nall be binding on
		SEAL)	Juan A. Dorantes	(SEAL)
PLEASE PRINT OR TYPE NAME(S)		SEAL)	a White	(\$EåL)
BELOW SIGNATURE(S)		SERCE/	Maria Dorantes	(
tate of Illinois, County of				il bo tienessi
itate of Illinois, County of	I, the undersigned, a Notary Public		inty, in the State afores Domantes, his w	
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH 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 herester on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien thereof; (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. Morigagors 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. Mor gagors 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 avidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and tenewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten dival 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 Mortgago's 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 ride more may 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 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 method for the note shall never be considered as a waiver of any right accruing to them on account of any default nereunder on the part of the Mortgagors.
- 5. 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 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 note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of 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 shall become due whether by the cerus 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 lies hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suil 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 attorneys' fees, Trustee's fees, appraiser's fees, outlys for documentary and expert evidence, stenographers' charges, publication tosts and costs (which may be estimated as to items to be expended after entry of the decres) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Towers certificates, and similar data 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, all expenditures and expenses of the nature in this paragraph mentioned shall become to much additional indelitedness secured hereby and immediately flue and payable, with interest thereon at the rate of nut per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited togge probate and bankrupicy 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 suited 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 Piest, 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 iters which under the terms hereof constitute secured indebtedness 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

Juan A. Dorantes Glavia

Maria Dorantes

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- 9. Upon or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 for 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: (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 the foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lies 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 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnifical satisfactory to him before exercising any power herein given.
- 13. Trustee shall electrothis 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 hereof 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 mote and which purports to be executed by the persons herein described any note which may be presented and which conforms in substance with the description herein contained of 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 as Trustee, Arthur O.
- Jaros, Jr. 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 nicein 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 hereot, shall extend to and be finding 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. Mortgagors shall also pay on the 1st day of each and every month beginning May 1, 1996, a sum as estimated by the Trustee or holder of the indebtedness to be sufficient to pay the general management, taxes and hazard. The Installment Note mentioned in the within Trust Deed has FOR THE PROTECTION OF BOTH THE BORROWER AND been identified drewith under Identification No. 1117.

 LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

16. If all or any part of the property or an interest therein is sold or transferred by Mortgagors without Trustee's written consent, Trustee may at his option declare all the sums secured by this Trust Deed to be immediately due and payable.

Juan A. Dorantes Tona Maria Dorantes