NOFFICIAL COPY TRUST DEED

Individual Mortgagor

[ ] Recorders Box 333

ICC | Mail To:

The Chicago Trust Company

Note ID and Release

171 North Clark Chicago, IL 60601

092-069-0003863 801529

FILEW505926

510254

This trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on 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 08-28-1997

, between

GUADALUPE LOZANO X WITCH NOT SINCE RESPECTED ... Aberein referred to as "Mortgagors" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herely celerred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Nortgagors 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

[\$11,121|54] ELEVEN TI (O'ISAND ONE HUNDRED TWENTY-ONE AND 54/100 DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR O'THE PARTY and delivered, in and by which said Note the Mortgagors promises to pay the said principal sum and interest from 199-03-1997 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in a stallments (including principal and interest) as provided in said Installment Note until note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the 10TH day of SEPTEMBER, 2007. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal belance and the remainder to principal. All of said principal and interest shall be made payable at such banking house or dust company in , Illinois, as holders of the notes may, from time to time, in writing appoint, and in no absence of such appointment, then at the location designated by the legal holders of the Installment Note.

NOW THEREFORE, the Mortgagors to secure the partient 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 and promises of the Mortgagors contained in me Installment Note and herein, by the Mortgagors to be performed, and also in the consideration of the sum of Or. Pollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARIANT 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:

LOT 30 AND THE EAST 3 PERF OF LOT 31 IN MES. LILY R LIPPINOUT 1 FORDIVISION OF THE WEST 1 OF LOT 2 AND 5 AND THE BAST 25 FEET OF LOT 4 AND ALL OF LOT 3 ON BLOCK 2, WITH LOTS 4,4 AND THE NEST 1 OF LOTS 2 AND 5 IN BLOCK 3 and lots 3 and 4 and the west ½ of lots 2 and 5 in block 4 in craming's subdivision of the northeast ½ SOUTH OF THE CHICAGO, ENGLISHEN AND CUINCY RATERIAD IN SECTION 27, IT ATHER 39 NORTH, RANGE 13 EAST OF THE WHICH has the address of Their Principal Mericural Mericural, according to the Plan Therefore Recorded in Book 79 OF FLAIS 4031 W 25TH, CHICAGO, IL 60623

PIN#16-27-230-002

PRETATION BY M SMITH

P.O. BOX 6419 VULLA PARK, IL 60181

which with the property hereinafter described, is referred to herein as the "premises,"

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14:50AM P002 #45

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TOGETHER with all improvements, tenements, casements, fixtures, and appurtenences 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 pased 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, finador 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.

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

WITNESS the hand and seel of Mortonoors the day and year first above written

	ALLIANOS HIS HAHA SHA BOST OF MOLD	gagota the nay and ye	at titst alkive withbit.		
	GUADALUPB LUZANO	[SEAL]		[SEAL]	
	GUADALUPB LOZANO				
	0	[SEAL]		[SEAL]	
	STATE OF ILLINOIS	×	"	80 <b>1</b> 52 <b>9</b>	
	County of COOK  I, GEORGINA MENDEZ			for the residing in said County, in	the
	state aforesaid, DO HEREBY CERTI				
	who personally known to me to be t		red		
i s	before me this day in person and ac	knowledged that	fassigned, scaled and de	:livered the said Instrument as	
•	HER free and voluntary ac	st, for the uses and py		CEICHA DEAL	ı
	Given under my hand and Notarial Sa	fel this 281H	day fit NUISI'	{ OFFICIAL SEAL }	
	Meorouna (1/1/10	with m		<pre> § GEORGINA MENDEZ §</pre>	
	_ Denousia 20161	ace /		NOTARY PUBLIC, STATE OF ILLINOIS	
Ì	Notary Public / GEORGINA MENDEZ		Notacia Scal	MY COMMISSION EXPIRES:04/01/00	
7	THE COVENANTS, CONDITIONS A	ND PROVISIONS PR	BYIOUSLY REALERED	TO ARE!	
	t. Mortgagors shall (a) promptly repair	ir, jestore and rebuild	any buildings or improv	ements now or herealter on the prem	isbs
	which may become damaged or be dest mechanic's or other liens or claims for	r lian not expressly w	remises in good conductor shordinated to the lien be	ant topar, without waste, and tree to	10EE
	which may be secured by a lien or ch	large on the premises	superior to the lien here	of and upon request exhibit satisfact	orv
	evidence of the discharge of such price	or lien to Trustee or t	o holders of the note, (d	) complets within a reasonable time	any
	building or buildings now or at any tin	c) comply with all requirements of lav	V OT		
	municipal ordinances with respect to th	erial alterations in said premises excep	t as		
	required by law or municipal ordinance				
	2. Mortgagors shall pay before any pe				
	arges, sewer service charges, and other charges against the promises when due, and shall, upon written equest, furnish to ustee or to holders of the notes duplicate receipts therefor. To provent default hereunder Mortgagors shall way in full under				
	protest, in the manner provided by stah				1
	3. Morteagors shall keep all buildings	and improvements n	ow or hereafter situated	on said pramises insured against loss	or

damage by fire, lightning or windstorm (and flood damage, where the lander is required by law to have its loan so insured) 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 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.

NOTICE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral; you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

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(4. Mortgagor agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale or interpretation of the beneficial ownership in the premises where Mortgagor is a Land Trust, without the written consent of the

Holder of the Note. This includes sale by contract for deed or installment sale.

5. In case of default therein, Trustee or the holders of the notes, or of any of them, 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, peompromise or settle any tax lien or other prior lien or title or claim therof, 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 morigaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which sotion 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 set forth in the notes securing this trust deed. Insection 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. If Trustee or any note holder purchases insurance on said premises as authorized herein, it will have the right to select the agent. Trustee or the note hander is not required to obtain the lowest cost insurance that might be available.

6. The Trustee or the holder of the notes hereby secured making any payment hereby authorized relating to taxes or sasessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, strement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax

lien or title or claim thereof.

7. Morigagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed about, 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 bree days in the payment of any interest or in the performance of any other agreement or promises of the Morigagors here in contained.

8) 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 lier her of. In any suit to foreclose the lien bereof, 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 producing all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile 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 to 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 force bare bereof 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.

9.4 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Pirst, 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.

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 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.

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The Court from time to time may authorize the receiver to apply the not income in his hands in payment in whole or in part off (a) The incientedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or offier lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to

117 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.

12. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable

- 13. 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 of omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trusted, and it may require indemnities astisfactory to it before exercising any power herein given.
- 14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness (extract by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any paron who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing the all indebtechess 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder of which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein de ignated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as

15: Trustee/may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall Ahave been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are

16. This Trust Deed and all provisions hereof, shall extend to the be binding up on Morigagors 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 of the indebtedness or any part thereof, whether or not such persons shall have executed the principal, notes or this Trust Deed.

17. Before releasing this trust deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule; in effect when the release deed is issued. Trustee or successor trustee shall be emitted to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

18. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Pood.

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

Identification No.

801529

THE CHICAGO TRUST COMPANY, TRUSTEE

Assistant Vice Prosident, Assistant Secretary

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

87126015

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