TRUST DEED					a= a.u.v//.
THE MODELLE INC.	10/15/07 hoterson	THE ABOV	E SPACE FOR	RECORDERS U	SE ONLY
THIS INDENTURE, made PANFILO *	10/15/97 between herein referred to as	"Grantore" and	LITO VID	MAKIA CAKME	и
PARFILO	rielent teleffed to as	CHICAGO	NATHORDO	, Illinois, herein re	ferred to as
"Trustee", witnesseth:	<i>/</i>	- VIII VIII VIII VIII VIII VIII VIII VI		,,,	
	()_				
THAT, WHEREAS the Granto the legal holder of the Loan A with interest thereon at the rate	kgreemon! Fereinafter desc	ribed, the principal	ce, Inc., hereir amount of \$ _	referred to as "B 85037.30	eneficiary", together
with anterest the foot at the fac-	3 of (check a) phoable boxy.				
Agreed Rate of Interest:  Agreed Rate of Interest: T changes in the Prime Loan rate published in the Federal Reset is the published rate as of the year. The interest rate will increate, as of the last business d point from the Bank Prime Loadcrease more than 2% in an nor more than 18.25 % per Adjustments in the Agreed F monthly payments in the month.	This is a variable interest interest rate will the rive Board's Statistical Relectors business day of	rate loan and the analysis of the loan and the analysis of the Bank Formation and the analysis of the loan and the loan an	Interest rate was peopoints above the points above the initial interest by a pased. The interest payrous the First Payronging the dollars and every 12 of the points and every 12 of th	te the Bank Prime Loan rate is 8.5 Interest rate is 12 Is when the Bank Is It least 1/4th of a It least rate cannot It least 10.25 Inent Date. It amounts of the Inonths thereafter	Loan Rate 0 %, which 25 % per Prime Loan percentage increase or % per year e remaining so that the
total amount due under said waives the right to any interestoan.	Loan Agreement will be p	aid by the last pay	ment date of	10/20/17	Associates
	consecutive s	monthly installmented by at t	ts: <u>240</u> \$0	at \$ 95 , with the first	installment
beginning on 11/20/97 thereafter until fully paid. All o as the Beneficiary or other hole		de payable at CHIC		e same day of e Illinois, or at	
* IN JOINT TENAN	CY.				7-811
		RIGINAL (1)			Hot I
607664 REV 11-96 (LB.)		RROWER COPY (			00680A.05

607664 REV. 11-96 (I.B.)

00680A.05

į	Ė
7	-
4	Ť
(	Ī
Č	Ō
Ť	
Ċ	1.

LOT 25 IN BLOCK 2 IN FREDERICK B. CLARKE'S SUBDIVISION OF BLOCK 8 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.

ALSO KNOWN AS: 1846 W 47th ST CHICAGO, IL 60609

PIN# 20-06-420-025

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

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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, tree 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 Grantors do hereby expressly release and waive.

- Grantors shall (1) promptly repair, restore or rubuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) treep 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; (3) 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 each prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material atterations in said premises except as required by law or municipal ordinance.
- 2. Grantors 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 Beneficiary duplicate receipts the office. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said promises insured against loss or damage by fire, and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the size of and and mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, 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 Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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, procure insurance, 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 attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.

- 5 The Trustee or Beneficiary 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 inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax ion or title or claim thereof
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (3) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and export evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended liter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Toriens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary 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 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, vin interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid of incurred by Trustee or Beneficiary 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 acciual 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 promises 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 Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the 1019; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this fourt Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made wither before or after sale, without notice, without regard to the solvency or insolvency of Grantors 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 should 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 Grantors, 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 of section of the premises of the 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 or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any action at law upon the note hereby secured.
- 11. Trustee or Beneficiary 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.

00680C.03

- 14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

	ccessors or assigns or ben	•	,
٧	VITNESS the hand(s) and s	seal(s) of Grantors the day and year first above written.	
/	Welin Van	Ail (SEAL) Manie C. Kuntile	(SEAL)
يد.	ABELINO PANE	•	
		(SEAL)	(SEAL)
	0		
		HECTOR DELGADO	
Sī	TATE OF ILLINOIS,	ss. a Notary Public in and for and residing in said C	ounty, in the
Co	ounty of	State aforesaid, DO HEREBY CERTIFY THAT AB AND MARIA CARMEN PANFILO	ELINO PANFI
		ARE paragraph known to me to be	no the same
		who <u>ARE</u> personally known to me to be person <u>S</u> whose name <u>S</u>	_ subscribed
		the foregoing Instrument, appeared before me person and acknowledged that <u>THEY</u>	
		delivered the said instrument as THEIR	free and
		voluntary ant, for the uses and purposes therein set	forth.
		GIVEN under my and and Notarial Seal this 15	day of
		"OFFICOCTOBESCAL, A.D. 7	0 . /
		NOTARY PUBLIC ST	gaow.
Th	is instrument was prepared	MY COMMISCIO	/ recourty some
	BLANCA CARDENAS	6628 SOUTH PULASKI, CHICAGO, I	60629
	(resme)	OFFICIAL SEAL	
_		W & HECTOR DELGADO ?	
D E	NAME	NOTARY PUBLIC CLATE OF ILL POR RECORDERS INDEX PURPO	80VE
L		DESCRIBED PROPERTY HERE	HOLL
V	STREET	1896 600 71	- TREET
E R		Chilago Illini	2x
Y	CITY	<del></del> <i>j</i> /	
	INSTRUCTIONS		
	1101110110110		
		OR	
	RECO	ORDER'S OFFICE BOX NUMBER	

607664

00680D.03

95100816