GEORGE E. COLEO

UNOFFICIAL, COP

Hovember 1984

TRUST GEED (ILLN:018)
For Use With Note Form No. 1448
(Monthly Payments Including Interest)

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THIS AGREEMENT, made September 26 19 95 berween Jorge Juarez + Jose Juarez

(No. and Street) (City) (State)

berein referred to as "Morty poes," and

Sizer Financial Services Inc.

3851 A) Cicero (1)30 . II. 6(164).
(No. and Street) (City) (Str

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a partial promissory note, termed "Installment Note," of even date herewith, except all by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Two Thousand Trustees Toward Trustees Toward

Dollars, and interest from ______ on the believe of principal remaining from time to time uppeid at the the rate of 18.0.

principal remaining from time to time unpaid at the the rate of 18:0. per cent per annum, such principal sum and interest to be provable in

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Above Space for Recorder's Use Only

installments as follows: One Hundred , and Cove his odirect & Ciant Dollars -100 ., 19.__ _day of. ... day of each and every month thereafter until said note is fully paid, except that the final payment of principal and _; all such payments on account of the interest, if not sooner paid, shall be due on the ... _ day of . indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, in the except not paid when due, to bear ____ per cent per annum, and all mich payments being made payable interest efter the date for payment thereof, at the rate of ... # 3351 N CIESTO MADITY 60141 or at such other place as the legal holier of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sam remaining unpaid thereon, together with accrued interest tharun, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when do any installment of principal or interest in accordance with the terms thereof or in rate default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successes and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

Let 30 in Block 14 in the Northwest Land association Subdivision of the last & of the Northeast & of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian Cexcept the South 665.5 feet thereof and except the Northwestern Railroad devated railroad yards and right of Way) in Cook County Illinois.

which, with the property her	reinafter de critet is referre	to ceira the tree		
Permanent Real Estate Index				·
Address(es) of Real Estate:	4717 N. Sau	vuer Cha	0.II.60625.	
profits thereof for so long as primarily and on a pority wi therein or thereon used to se controlled), and ventilation windows, floor coverings, is mortgaged premises whether	nd during all such times as ith said real estate and not apply heat, gas, water, lip s, including (without res mador beds, stoves and war physically attached there	Mortgagors may be en secondarily), and all fight, power, refrigeration tricting the foregoing ater heaters. All of the to or not, and it is an	purtenances thereto belonging, an attitled thereto (which rents, issues intures, apparatus, equipment or at an and air conditioning (whether sit), screens, window shades, awning foregoing are declared and agree greed that all buildings and additioning and additioning or their successors or assign	and profits are pledged rticles now or hereafter ingle units or centrally ogs, storm doors and at to be a part of the ions and all similar or
	berein set forth, free fron	all rights and benefit	s or his successors and assigns, for s under and by virtue of the Home	
The name of a record (www.)			Juane 2	
This Trust Deed care	into of four pages. The co-	venents, conditions and	provisions appearing on pages 3 a they were here set out in full an	
	d seals or Mongagous the d	ay and year first above	written.	
-		(SEAL)	(d) 501/2 3czv	EC (SEAL)
PLEASE	O _x		Jorge Juane	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
PRINT OR				
TYPE NAME(S) BELOW SIGNATURE(S)		(SEAL)	@ Jack lines	(SEAL)
State of Illinois, County of	Cook	_ s. ()		
	CERTIFY that	4,	for said County, in the State afo	resaid, DO HEREBY
	your ga	arez and	Mose Lugarez	
FFICION SEAL	Eto the foregoing inst	e to be the same person rument, appeared be	5 v now names are	subscribed acknowledged that
1128E 11 10 98		ed and delivered the said	d instrument as The C	
·	free and voluntary act, the right of homestead.	for the uses and purpo	oses therein set forth, including the	release and waiver of
Given under my hand and offi	icial seal, this	2677+	_ day of	1 1025
Commission expires		19PREPARED BY	NOTARY PUBLIC	3 MART
This instrument was prepared	by	S BERKON 4741 W. PETERS	112	<u> </u>
D	STEER FINANCIAL SERV	(Name and Address)		
TO H	2 (3 80% 416796 CHICAGO, IL 60641-679		······································	
	(City)	_ ,-	(State)	(Zip Code)

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OR RECORDER'S OFFICE BOX NO.

- 9. Upon or any time after the filing of a complaint to foreclase the Trust Serd, the Court in which such complaint is filed shay appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvesty or insolvency of Mertgagors 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 precise. Such receiver shall have power to collect the rems, 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 redeseption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, enamagement and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver no 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 lien 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 second.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable ones 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 on to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereeather, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, which may require indemnitive existances to him 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 indebtodiness secured by the Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the required of any person who shall either before or after manurity thereof, produce and exhibit to Trustee the principal acre, representing that all indebtodiness hereby vacured 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 purposing to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal core and which purposts to be executed by the persons herein described any note which may be presented and which conforms in substance with the description berein contained of the principal note described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purposts to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing it 1 in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In one of the death, respection, inability or refusal to act as Trustee.

shall be first Successor in Trust and in the grant 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 citle, powers and authority as are here'd given Trustee, and any Trustee or successor shall be entitled to reasonable ampensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to sad be 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 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.

IMPORTANT

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

The Installment Note ment aped in the within Trust Deed has been identified herewith under la ratification No.

Costa

JESSE VI SKOKIE OFFICE

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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 hereafter 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 bereof, 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. Mortgagors shall pay before any penalty attaches all general exxes, and shall pay special taxes, special assessments, water charges, sower 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. Morrgagors shall keep all buildings and improvements now or bereafter 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 indebtodness secured hereby, all in companies satisfactory to the holders of the note, rader insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be end used by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and rearral policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days gript 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 Mortgagor, it 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, compounds or settle any tax or assessment. All moneys paid for any of the purposes main sunhorized and all expenses paid or incurred in connection therewish, 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 has each matter concerning which action herein suchorized may be taken, shall be so much additional indebteches assessed hereby and that Deeme immediately due and payable without notice and with interest thereon at the highest rate of nine per cent per annum. Inaction of Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default her under on the part of the Mortgagors.
- 5. The Trustee or the holders of the note hereby sourced 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. Mortgegoes shall pay each item of indebtedness herein mentional both principal and interest, when due according to the serum hereof. At the election of the holders of the principal note, and without notice to Mortgagers, all empaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note of in this Trust Deed to the contrary, become due and payable when default shall occur in payment of priscipal 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 trails of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose do then hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, these 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, appealant's fees, our lays for documentary and expense evidence, stenographers' charges, publication coars and coars (which may be estimated as to items to be reported after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. To are a certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be transmably near any either to processes such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the right to or the value of the premise. In addition, all expenditures and expense of the assure in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per assum, when paid indebtedness secured by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptery proceedings, to which either of them shall be a purry, either as plaintiff, claims 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 accusally commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the
- 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; account, all other items which under the terms hereof constitute accured 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 Moregagous, their heirs, legal representatives or assigns, as their rights may appear.

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