

TRUST DEED

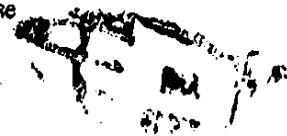
Individual Mortgagor

[] Recorders Box 333

[] Mail To: The Chicago Trust Company
Note ID and Release
171 North Clark
Chicago, IL 60601

035-064-0172296

#589902 80848



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 09-24-1998, between

ZAIDA G GONZALEZ AND YOLANDA FIGUEROA, UNMARRIED
herein referred to as "Mortgagors" and THE CHICAGO 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 \$26,452.21 TWENTY-SIX THOUSAND FOUR HUNDRED FIFTY-TWO AND 21/100

DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Note the Mortgagors promises to pay the said principal sum and interest from 09-29-1998 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 5TH day of OCTOBER, 2013. 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. All of said principal and interest shall be made payable at such banking house or trust company in Minneapolis, MN, as holder of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the legal holders of the Installment Note.

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 and promises of the Mortgagors contained in the Installment Note and herein 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

LOT 18 IN BLOCK 11 IN WINKLEMAN'S SUBDIVISION OF PART OF BLOCK 2 AND BLOCK 11 IN EAST SIMON'S ORIGINAL SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of ("Property Address");

1814 N SAWYER, CHICAGO, IL 60647

PIN# 13-35-410-030-0000

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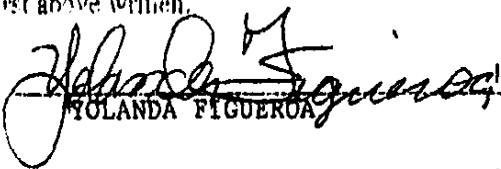
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which with the property hereinafter described, is referred to herein as the "premises."
 TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during 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 now or hereafter therein or thereon used 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, inador 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 seal of Mortgagors the day and year first above written.


 ZAIDA G GONZALEZ (SEAL)
 (SEAL)


 YOLANDA FIGUEROA (SEAL)
 (SEAL)


STATE OF ILLINOIS

SS

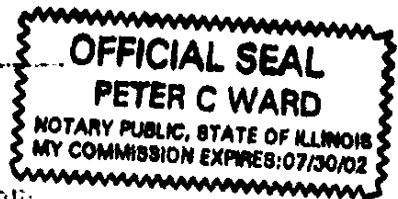
County of COOK

I, Peter C. Ward a Notary Public in and for the residing in said County in the state aforesaid, DO HEREBY CERTIFY THAT ZAIDA G. GONZALEZ AND YOLANDA FIGUEROA 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 THEY signed, sealed and delivered the said Instrument a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24TH day of SEPTEMBER, 1998.


 Notary Public

Notarial Seal



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 be destroyed, (b) keep 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; (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. In case of 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 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.

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9. Upon, or at any time after the filing of this deed, the Trustee shall have the power to appoint a receiver of said premises. Such appointment may be made at any time, whether or not the mortgagor is in default of payment of any installment of principal or interest on the mortgage, and whether or not the mortgagor is insolvent or the premises are being sold. The receiver shall be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the premises, to execute a foreclosure suit and, in case of a sale and a deficiency, during the full term of the period of redemption, whether or not the mortgagor redeems or not, as well as during any further time which may be necessary for the protection, possession, control, management and operation of the premises during the term of said period.

The Court from time to time may authorize the receiver to appoint a receiver in whole or in part of: (a) The indebtedness secured hereby, or any part thereof, or any other debt or liability of the mortgagor or other lien which may be or become a lien on the premises, or any part thereof, or any interest in the premises prior to foreclosure sale; (b) the deficiency in case of a sale of the premises.

10. No action for the enforcement of the terms of this deed shall be brought by the Trustee or the holders of the notes hereunder until the mortgagor has failed to pay the principal or interest on the mortgage for a period of 30 days after the date when the same were due.

11. Trustee or the holders of the notes hereunder shall have the right to use the premises and to have access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, or value of the premises, or the validity of the signatures or the identity or capacity of the mortgagor or the lender. The Trustee shall not be obligated to record this trust deed or to execute any power of sale hereunder, or to be liable for any acts or omissions hereunder, except to the extent that he may be liable for the acts or employees of Trustee, and he may require independent satisfaction of the facts stated herein before recording the same.

13. Trustee shall release this trust deed and the lien thereon in accordance with the following evidence that all indebtedness secured by this trust deed has been fully paid. The Trustee shall release the deed to and at the request of any person who shall give a release after the following conditions: (a) The person presenting the principal notes, representing that all indebtedness secured by this trust deed has been paid in full, except as to the principal notes herein described any notes which bear an identification number to be placed thereon by a trustee hereunder or which conform in substance with the description herein of the notes secured by the trust deed to be executed by the persons herein designated as trustees hereunder, and which the release is a copy of the original trustee and it has never placed its identification number thereon; (b) The person presenting the principal notes herein described any notes which bear an identification number to be placed thereon by a trustee hereunder and which conform in substance with the description herein contained of the principal notes and which have been made by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing, filed in the office of the Clerk of Cook County, Illinois, and such instrument shall have been recorded or filed. Any Successor in Trust hereunder shall be the trustee hereunder and shall be bound by the terms herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the heirs, assigns, executors and administrators of the mortgagors and all persons coming under or through Mortgagors, and the word 'Mortgagors' when used herein shall include all persons and 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.

16. Before releasing this trust deed, Trustee shall cause to be prepared a release deed in accordance with the schedule in effect when the release deed is hereunder. The release deed shall be prepared in accordance with the schedule for any other act or service performed and for any person or persons named herein.

17. The provisions of the Trust and Trustee Act of the State of Illinois, Chapter 110, Illinois Compiled Statutes, shall apply to the Trust and Trustee hereunder.

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

805484
CLERK OF COOK COUNTY
Oliver J. Brown
Clerk of Cook County

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Training Agent: NORTH STAR TITLE, INC.

Customer No.: TTR TCFE310400

COMMITMENT FOR TITLE INSURANCE

Schedule A

Commitment No.: 389902

Effective Date of Commitment: August 20, 1998.

Buyer/Owner: ZAIDA GONZALEZ AND YOLANDA FIGUEROA

Reference:

Prepared For: TCF CONSUMER FINANCIAL SERVICES, INC.

Attn: MICHAEL

Inquiries should be Directed to: THE TITLE EXAMINERS at (800) 347-4102

1. Policy or Policies to be issued:

- (a) [] ALTA Owner's Policy - 10-17-92 AMOUNT \$
Proposed Insured: NONE
- (b) [XX] ALTA Loan Policy - 10-17-92 AMOUNT \$25,300.00
Proposed Insured:
TCF CONSUMER FINANCIAL SERVICES, INC.
its successors and/or assigns
- (c) [] AMOUNT \$

2. The Estate or Interest in the land described or referred to in this Commitment and covered herein is a FEE SIMPLE.

3. Title to said Estate or Interest in said land is as the effective date hereof vested in:

ZAIDA GONZALEZ AND YOLANDA FIGUEROA, AS JOINT TENANTS

4. The land referred to in this Commitment is located in the County of COOK, State of Illinois, and described as follows:

LOT 18 IN BLOCK 11 IN WINKLEMAN'S SUBDIVISION OF PART OF BLOCK 2 AND BLOCK 11 IN EAST SIMON'S ORIGINAL SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1814 N. SAWYER
CHICAGO, ILLINOIS 60647

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