TRUST DEED

2039/0093 53 001 Page 1 of 5
1998-09-30 14:58:44
Cook County Recorder 29.50

Individual Mortgagor

[] Recorders Box 333

[] Mail To:

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The Chicago Trust Company

Note ID and Release 171 North Clark

Chicago, IL 60601

035 - 064 - 0172296

#589902

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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 inabted 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 TONDRED 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 payable) 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 Idianap, its, MN, as holders 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 morey and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covernants and agreements and promises of the Mortgagors contained in the Installment Note and herein he me Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereoff 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 entrie, right title and instruct 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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which with the property hereinafter described, is referred to herein as the "premises,

TOGETHER with all improvements, tenements, casements, fixture, and appartenances 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 -j 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 sent of Mortgagors the day and year tiest above written. [SEAL] [SEAL]
ZAIDA G GONZALE ISEALI [SEAL] [SEAL]
STATE OF ILLINOIS
County of COOK I, Ref. (. See Section 2) 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 thet THEY signed, scaled and delivered the said Instrument of

free and voluntary act, for the uses and purp say there are forth. Given under my hand-and Notarial Scal this 24TH depot SEPTEMBER, 1998

OFFICIAL SEAL PETER C WARD

Notary Public

Notarial Seal

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY RUFELRED TO ARE

1. Mortgagors shall (a) promptly repair, restors and rebuild any buildings or improvements a woor hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good concilion and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subsolimated by the lien notes it (c) pay when due any indebtedness which may be secured by a Fon in strange on the premises superior to the heroof, and upon request exhibit satisfactory evidence of the discharge of such prior into 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.

2. Mortgagors shall pay before any penalty attaches all payers and shall pay appeals times, special excessivents, water charges, sewer service charges, and other charges against the memises when the and shall upon written request, furnish to Trustee or to holders of the notes duplicate race of therefor. To proper adoptalt hereand a Manigrey as shall pay in full under protest, in the manner provided by steady any too is assessment which Mangreyon desire to conserve

3. Mortgagors shall keep all buildings and improvements now we have the summed on said premises has real 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 indebtodness some not hereby will in companies satisfactors to the holders of the notes, under insurance policies payable, in case of he for the Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be at radial to each policy, and shall deliver all policies, including additional and renewal policies, to holden of the nates and is case of insurance about to excite shall deliver renewal policies not less than ten days prior to the respective dates of empiration

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4. In case of default therein, Trastee or me holders of the notes, of of any of mont, 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 encumerances, if any, and purchase, discharge, compromise or settle any tax lien or other prior hen or ride or crimi thereft, in reason from any tax sale or torienture affecting said premises or contest any tax or assessment, real moneys paid and any of the purposes need authorized and all expenses paid or incurred in connection therewith hacrading attentions read, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to pretect the moregagen realises and the sea hereof, has reasonable compensation to Trustee for each matter contending which action content authorized may be indeed, that is near payable without a dice and with interest thereon at a rate set forth in the notes securing this trust dead. In the of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account or my delt the arcending to the right to select the agent. Trustee or the note holder purchases insurance or said premises a man release that might be evailable.

Notice: Unless you provide an with evide acc of the last and exceeding a quived by your agreed meal with as we may purchase insurance at your expense to protect and consist a you collaboral. The insurance may, but need not, protect your interests. The coverage that we provide a may not passed in the your tell so and, elice but in made against you in connection with the collature? You may have considered any insurance passed of by us, but only after providing us with evidence that you have obtained is among assuring insurance passed in the passed in the control of the insurance, had a first and a you have charges we may impose in examedian with the place next of the toward a great and the effect of the of the council along or expiration of the insurance. The costs of the assurance may be more than the cost of insurance you may be of he obtain or your own.

- 5. The Trustee or the holders of the notes below sound making any number brothy authorized retaine to taxes or assessments, may do so according to any rell, statement or estimate produced from the appropriate public offices without injury 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 indebteoness become mentioned both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes or any of them, and without notice to Morthagors, all unpaid indebtedness secured by this Trust Deed shall notovinestanding anything in the cornerpal of the or in this trust Deed to the contrary, become due and payable (a) immediately in the case of densit in making payment of any of the principal notes, or (b) when default shall occur and contract for three dates—are payment of any interest or in the performance of any other agreement or promises of the Mortgagors having a payment of any interest or in the performance of any other agreement or promises of the Mortgagors having a payment of any
- 7. When the indebtedness hereby secured shall be an electric discussion of the corresponding of them, or Trustee shall have the right to be self-in the court of the corresponding of the additional independence in the court of the corresponding of the additional independence in the court of the corresponding of the additional independence in the court of the corresponding of the additional independence in the court of the additional independence secured hereby and immediately due and may able with undered may are court of the court of the additional independences secured hereby and immediately due and may able with undered may are court of the court independences secured by Trustee or holders of the notes in connection with (a) any proceeding, the modes of the notes in connection with (a) any proceeding including propagate and bankruptcy proceedings, to which either of them shall be a party, either as placeable or an advance for the torrespond to the content accordance of the forestos in the corresponding to the feet, and according to the corresponding to the feet, and according to the feet and corresponding to the feet and corresponding to the corresponding to the corresponding to the feet and corresponding tor the feet and corresponding to the feet and corresponding to the
- 8. The proceeds of any foreclosure sale of the premiers shall be combined and applied in the actioning order of orientity. First, on account of all costs and experience in the premiers we are mentioned in the preceding paragraph broadlesses on, an effect, who we consider the prime of a count to desired indebtedness additional to that evidenced by the paragraph of a solution and or are solved on a covered or account of the principal and interest remaining unpaid on the principal mater, fourth, any every as a contributions of a local concentrations or assigns, as their rights may appear

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9. Upon, or at any time after the like C. For F. C. h. As held C. C. h. Pray to the fine of appoint a receiver of said premises. Such appoints a may be true to the fine of application of a constant of the fine of application of the fine of applications of the fine of a constant of the fine foreclosure suit and, in case of a sale and a defectively, during the sale of the proceed of the control of these be redemption or not, as well as during any further times a tent of the process of the control of the protection, possession, control, management and operation of the recent of an in the worse of self-policy

The Court from time to time may authorize he we vive to specific and a second final order of the order or in part of: (a) The indebtedness secured hereby, may a secure of the properties of the secure of the order other lies which may be on the come supplied to the feedback of the secure of the sec

foreclosure sale; (h) the deficiency in case of a first of the man and the first of the enforcement of the first order of a proper of the deficiency in a substitution of the good and available to the party interposing a man and a substitution of the first of the man and the man and

and access thereto shall be permitted for that purpose

12. Trustee has no daty to examine the fifth horses a clother over a block of by by the second in the late of the fifth horses and the first over the blentity capacity, when the first of the first over the first of the first over the best of the first over the first ove

13. Trustee shall release this trus good and the limithment in one product and appear as a federal so be before a defence that all indebtedness secured by this first dead his been felly religion to the content of the principal notes, representing that all indebt does a received to the first dead his been felly religion to the content of the principal notes, representing that all indebt does a received to the first or which represent the first of the first or th true without inquiry. Where a release is not not a sold of the sold of the sold of the sold of the general notes herein described any notes which have an identified for notes herein described any notes which have an identified for notes herein described any notes which have an identified for notes herein described any notes which have an identified for notes to be obtained through the more trustee hereunder or which conform in substance with in consciption tought, and the sold of the more reason and write element to be executed by the persons have no estimated as an indeed, here is now the relative to a constitute of the original trustee and it has never placed its identified to make the second of the second of the principal notes herein described any notes which as the present of the second of the second of the principal notes herein described any notes which as the present of the second of t herein contained of the principal notes and substitutions for his contained as the provided in the principal notes and substitutions for his contained as the provided in the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes and substitutions for his contained as the principal notes are not as the principal notes and the principal notes are not as the principal notes and the principal notes are not as the principal

14. Trustee may resign by instrument in centing of the character for the order of their and the first is, extent smill have been recorded or filed. Any Succession in This rencontains and the death of tide in the large median of the areas are

herein given Trustee.

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15. This Trust Deed and all provisions hereof, a adversario the testion of among the tymos and set persons cumuling under or through Mortgagors, and the word "Mortgagors" when more and related the former as as of the more and morsons liable for the payment of the indebteuness or any part independent of the resons should be expected to principal notes or this Trust Deed

4.411 16. Before releasing this trust deed, Trustice in the result of the second of the school of the second of the seco and a substitution

for any other act or service performed and ready to distance the action of the Trust and Trust as A 1 (1) the 1 1 1 is the service of the 1 1 is the 1 1 is the 1 1 is the 1 1 is the 1

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

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COMMITMENT FOR TITLE INSURANCE

Schedule A

Commitment No.: 389902

Effective Date of Commitment: August 20, 1998,

Buyer/Owner: SAIDA GONZALEZ AND YOLANDA FIGUEROA

Reference:

Prepared For: TCF CONSUMER FINANCIAL SERVICES, INC.

Attn: MICHAEL

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

- 1. Policy or Policies to be issued:
 - (a) [] ALTA Owner's Falloy 10-17-92 Proposed Insured: NYME

AMOUNT S

(b) [XX] ALTA Loan Policy - 10-17-92 Proposed Insured: TCF CONSUMER FINANCIAL SERVICES, INC. its successors and/or assigns

AMOUNT \$25,300.00

(c) []

AMOUNT È

- 2. The Hatate or Interest in the land described on referred to in this Commitment and covered herein is a FER SIMPLE.
- 3. Title to said Setate or Interest in said land is no 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 COOR, 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 BAST SINON'S ORIGINAL SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY, ILLINOIS.

PROPERTY ADDRES: 1814 N. SAMYER

CHICAGO, ILLINOIS 60647

CAN #:

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