

782930

UNOFFICIAL COPY

J.U.S.T.I.C.E. TRUST DEED

04057873

Box 260



290 #3

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made December 9th 1994 between EDWARD L. NAVARRO, a never married person, MIKE J. NAVARRO, married to CAROLYN M. NAVARRO, and JOHN J. NAVARRO, married to SYLVIA NAVARRO

herein referred to as "Mortgagors," and CHICAGO TITLE AND 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TWENTY-THREE THOUSAND AND 00/100 (\$23,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered up and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 9, 1994 on the balance of principal remaining from time to time unpaid at the rate of Thirteen percent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED FIFTEEN AND 61/100 (\$315.61) Dollars or more on the 15th day of January 1995 and TWO HUNDRED FORTY-NINE AND 17/100 (\$249.17) Dollars or more on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of December 1999. 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; provided that the principal of each instalment unless paid when due shall bear interest at the rate of Eighteen percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of DE PARA & ASSOCIATES Attn: Maribeth Newbitt in said City.

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 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, do by these presents CONVEY and WARRANT unto the Trustee, its successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT TWENTY-SEVEN (27) IN BLOCK ONE (1) IN S. E. GROSS' SECOND UNTER DEN LINDEN ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS THREE (3) AND FOUR (4) IN BRANDS' SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 13-26-203-023
Property Address: 3105 North Bernard Chicago, Illinois 60618

DEPT-01 RECORDING \$23.00
T#0001 TRAN 6542 12/20/94 12:41:00
#6927 #CG *-04-057873
COOK COUNTY RECORDER

THIS DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR ANY OF THE GRANTORS.

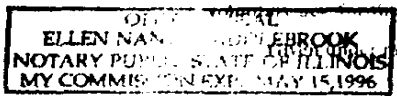
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors, may be entitled thereto (which are pledged primarily and in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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, wind washers, storm doors and windows, floor coverings, madder 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 on 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written
EDWARD L. NAVARRO [SEAL] MIKE J. NAVARRO [SEAL]
JOHN J. NAVARRO [SEAL]

STATE OF ILLINOIS I, undersigned
County of Cook Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward L. Navarro, a never married person, Mike J. Navarro, married to Carolyn M. Navarro, and John J. Navarro, married to Sylvia Navarro who are personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and



by hand and Notarial Seal this 9th day of December 1994

[Signature] Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC

04057873

23.00

