UNOFFICIALICOPY

21 490 624

. 1981 .

May

This Indenture, Made this 18th day of May , 1971, WI WHEREAS THE GRANTOR , GUILLERMO MARTINEZ AND JUSTINA MARTINEZ, his wife 1971, WITNESSETH, that, of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal holder or holders of the principal instalment note hereinafter described in the principal sum of

TWELVE THOUSAND FIVE HUNDRED AND NO/100-----(\$12,500.00)----ns evidenced by said note, bearing even date herewith, made payable to BEARER and by the Grantors duly delivered, in and by which said note Grantors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 7 1/2 per cent per annum in instalments as follows:

ONE HUNDRED FORTY NINE AND NO/100----(\$149.00) ---- Dollars on the 18th , 1971 and ONE HUNDRED FORTY NINE AND NO/100-----June 18th day of each and every 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 18th

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid rine oal balance and the remainder to principal; provided that unless each instalment is paid when due the unpaid principal alar e shall bear interest after such due date at the rate of eight per cent per annum. All of said principal and interest payments are payable in lawful money of the United States of Amorica at such banking house or trust company in Chicago, Illino s, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at loffice of a "AKE VIEW TRUST AND SAVINGS BANK, in the City of Chicago, Cook County, Illinois.

NO. T IEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon at d. 1. 3 reformance of the covenants and agreements herein contained, do by these presents convey and warrant unto LAKE VIEW. T. U.37 AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and doing business. in C. cago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to wit:

Lot 15 in Subdivision of the East half and the East 8 feet of the West half of Su. Block 1 in Ogden Sheldon and Company Subdivision of Block lh in 3t ffield's Addition to Chicago in Section 29, Township 19 North, Lange 11 East of the Third Principal Meridian, in Cook County, Illino s.

situated in the County of Cook and State of Illinois, together with all and air mor the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the ligh to retain possession thereof, and all improvements now standing or thing the provided thereon, and in said preating the provided thereon and it is an interest to the provided the said for the provided thereon and it is an interest to the provided thereon and it is an interest to the provided the said of the premises or not, to have and the operation thereof, without regard to whether such equipment be physically attained to said premises or not, to have and the operation thereof, without regard to whether such equipments the physically attained to said premises or not, to have and the operation thereof, without preference or priority of any one of said principal notes over any of the operation of the priority of maturity or of negotiation) and the Grantors of hereby release and waive all rights under and the priority of maturity or of negotiation) and the Grantors and for the heirs, executors, administration to a said Grantors, covenant and agrees as follows: To pay promptly principal and interest due and to become due in the priority of pay the indebtedness hereby secured and the interest thereon as herein and in said notes provid c; to pay, before any penalty shall attach thereof, all taxes and assessments, or instalments thereof, leviced upon said premises; to come or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; to come or suffer no waste to said premises; to company or companies as may be approved by the Trustee on the holder of held in surable via the terretail of the priority of the full insurable via the terretail of the priority of the said insurance company or companies as may be approved by the Trustee on the holder of helders of the full insurable via the event of a loss or damage to the said premises, and the provide

UNOFFICIAL COPY

It is further agreed by the Grantors, for said Grantors and for the heirs, excentors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal noise or of any part of the shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal noise or of the proceedings of the callection of the respective of the proceedings of the callection of the respective of the proceedings of the callection of the proceedings of proceedings of the callection of the proceedings and the proceeding an abstract of title or a letter of opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, castained by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lean and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charges of said premises with power to collect the rents issues and prof

25

2 | 490624 ouns and other words qualify-written in the singular, and if

, i. e undersigned, a NOT'RY PUBLIC in and for said County, in the State aforesail. DO HEREBY CERTIFY, That

GUIL ER'D MARTINEZ AND JUSTINA MARTINEZ, His Wife personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and ac nowledged that livered the said in trument as free and voluntary act, for the uses and purposes thereis set forth, including the rules of waiver of the right of hor esteal.

GIVEN under my hand and no arial seal this

st Deed has been identified herewith.

LAKE VIEW TRUST AND SAVINGS BANK Senior Trust Officer

ZAVATER LAKE VIEW LAKE VIEW

'END OF RECORDED DOCUMEN'