

UNOFFICIAL COPY

TRUST DEED

FILED FOR RECORD

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OCT. 5 '73 3 04 PM

Witness H. O'Brien
RECORDER FOR DEEDS

#22504527

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THIS INDENTURE, made October 1, 1973, between

JOSE L. LOZADA AND ANA/LOZADA, His Wife;

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 SEVEN THOUSAND AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 7 3/4 per cent per annum in instalments as follows: Eighty Four and 01/100 (\$84.01) or more --

Dollars on the first day of December 1973 and Eighty Four and 01/100 (\$84.01) or more -- Dollars on the first 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 first day of November 1983. 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 eight per cent 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 MARQUETTE NATIONAL BANK 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 to the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in Chicago, CO. NTY OF Cook AND STATE OF ILLINOIS.

Lot Two Hundred Seventeen (217) in E. A. Cummings Subdivision of Blocks Two (2) and Seven (7), Block Three (3) and Six (6) (except the East Three Hundred Forty (340) feet thereof) and Lots One (1) and Two (2) in Block Five (5), all in the subdivision of the South Half of the South West Quarter of Section Eighteen (18), Township Thirty Eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

5.00

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 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 terms 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 hand, s. and seal, s. of Mortgagors the day and year first above written.

[SEAL] Jose L. Lozada [SEAL]
[SEAL] Ana C. Lozada [SEAL]

STATE OF ILLINOIS

Elaine Andreski

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jose L. Lozada & Ana/Lozada, His Wife;



are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1st day of October, A. D. 1973

Elaine Andreski
Notary Public

383-3015 62-64-4675

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be removed from 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; (2) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (4) make no material alterations in said premises except as required by law or municipal ordinance.

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

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. R.E.L. No. 5078 MARQUETTE NATIONAL BANK, as Trustee, by [Signature] Trust Officer

D NAME | 18721 RECORDERS OFFICE BOX NUMBER 600
E L STREET
V CITY | CHICAGO
R Y INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES INDEX & REEF. ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 6229 S. Claremont Chicago, Illinois

22-504 527