

COOK COUNTY, ILLINOIS  
TRUST DEED FOR RECORD  
Oct 21 '74 4:3 PM 22 883 044 \*22883044

Form 807 Rev. 5-62 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made October 11, 1974, between  
LUCIANO RODRIGUEZ and MAXIMINA RODRIGUEZ, his wife

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 holder or holders of the Instalment Note hereinafter described, said legal holder or holder, being herein referred to as Holders of the Note, in the principal sum of THREE THOUSAND and no/100 (\$3,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagor promise to pay the said principal sum and interest from November 1, 1974 on the balance of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments as follows: Ninety-four and no/100 (\$94.00)

or more Dollars on the first day of December 1974 and Ninety-four and no/100 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 1977. 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 holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the holder of said note 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, do hereby covenants COVENANT and WARRANT unto 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 the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 24 in Block 4 in Thomas J. Diven's Subdivision of the West half of the South West quarter of the South West quarter and the East half of the North West quarter of the South West quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. \*\*\*\*\*

The Instalment Note described herein shall become due and payable upon conveyance of said real estate to person or persons other than the mortgagors,

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 hereinafter 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 seals... of Mortgagors the day and year first above written.

Luciano Rodriguez [SEAL] X Maximina Rodriguez [SEAL]  
[SEAL] [SEAL]

STATE OF ILLINOIS, I, HERBERT G. DEYNE  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Luciano Rodriguez and Maximina Rodriguez, his wife,

are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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 14th day of October A D 1974  
My Notarial Commission expires on February 28, 1977  
Herbert G. Deyne Notary Public

THIS DOCUMENT WAS PREPARED by Joseph J. Fuller, 1150 La Salle St Chicago, Ill 60603

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21-63-43-327

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

2. 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...

3. Mortgagors shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning or windstorm...

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient...

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the law...

6. Mortgagors shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note...

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all taxes and charges incident to the foreclosure...

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises...

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same...

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose...

12. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid...

13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded...

14. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word 'Mortgagors' when used herein shall include all such persons...

IMPORTANT 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. 1000011111 CHICAGO TITLE AND TRUST COMPANY, as Trustee, by [Signature] Assistant Secretary, Assistant Vice President, Assistant Trust Officer

D NAME Joseph F. Eichler
E STREET 11 South LaSalle Street
I Suite 1130
V CITY Chicago, Ill 60603
R OR
Y INSTRUCTIONS
RECORDERS'S OFFICE BOX NUMBER 133

FOR RECORDERS INDEX PURPOSES DESCRIBED PROPERTY HERE 1000 North Hamlin, Chicago, Illinois

END OF RECORDED DOCUMENT