

UNOFFICIAL COPY



TRUST DEED

23 262 226

Form 607 Rev. 5-61



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made October 1, 1975 between JESUS YEPEZ and THERESA YEPEZ, 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF HEARER and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1, 1975 on the balance of principal remaining from time to time unpaid at the rate of eight (8%) per cent per annum in installments as follows: ONE HUNDRED EIGHTY-TWO AND NO/100 (\$182.00)

Dollars on the 1st day of November, 1975 and ONE HUNDRED EIGHTY-TWO AND NO/100 (\$182.00) Dollars on the 1st 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 30th day of September, 1985. 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 installment unless paid when due shall bear interest at the rate of 8% 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 holder of the Note in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and the interest in accordance with the terms, conditions and provisions of this trust deed, and the performance of the covenants and agreements herein contained by the Mortgagors to be performed, and give a certain portion 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 successors and assigns, the following described real estate and all of the estate, right, title and interest therein, situate, being and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 8 (except the South 30 feet thereof) in Block 5 in F. H. Bartlett's Third Addition to Garfield Ridge, being a Subdivision of all that part of the East half of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian lying North and West of the right of way of the Indiana Harbor Belt Railroad (except the West half of the West half of the North East Quarter of said Section 17) also of that part of the North 3/4 of the East Quarter of the North East Quarter of said Section 17, lying East of the said right of way of the Indiana Harbor Belt Railroad, all in Cook County, Illinois

which with the property hereinafter described is referred to herein as the premises

together with all improvements, fixtures, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long as the said premises as Mortgagors may be entitled thereto, which are pledged primarily and on a parity with said real estate and not as a collateral or secondary security for the discharge of the said note to hereafter therein or therein used to supply fuel, gas, air conditioning, water, light, power, refrigeration, heating, sewage, waste, or sanitary ventilation, and ventilation including without restricting the foregoing, fixtures, within, under, above, on, or near the premises, including but not limited to, but not restricted to, heating, cooling, and water fixtures. All of the foregoing are included in the part of said real estate which is hereby conveyed, and it is agreed that all fixtures, 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 purpose 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 and seal of Mortgagors the day and year first above written

Jesus Yepez [SEAL] Theresa Yepez [SEAL]

STATE OF ILLINOIS Cook County, Illinois a Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT JESUS YEPEZ and THERESA YEPEZ, his wife

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 executed said Instrument as their free and voluntary act, for the uses and purposes therein expressed, and in full release and waiver of the right of homestead.

This instrument given under my hand and Notarial Seal this 11th day of October 1975. Margaret Scheffer Notary Public My Commission Expires March 22 1977

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

1. Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed... 2. Mortgagor shall pay before any general taxes and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note duplicate receipts therefor... 3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms... 4. In case of default therein Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagor... 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 any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill statement or estimate... 6. Mortgagor shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms hereof... 7. When the indebtedness 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... 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 asserting same in an action at law upon the note hereby secured... 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 has no duty to examine the title, location, existence or condition of the premises nor shall Trustee be obligated to record this trust deed... 13. Trustee shall release this trust deed and the lien thereof by proper delivery upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors... 16. Mortgagors shall pay monthly in addition to the payments provided herein One-Twelfth (1/12) of the annual real estate taxes as estimated by the holders of the Note secured by this Trust Deed.

COOK COUNTY FILED Oct 20 1 33 PM '75

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE EXACT NAME HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO TITLE AND TRUST COMPANY, as Trustee

DEED NAME Harry D. Horn STREET 2011 Washington CITY Chicago 60607 OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT