

COOK COUNTY RECORDS
FILED FOR RECORD

23 332 302

Patricia Calderas
Notary Public

Dec 22 '75 2 23 PM

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TRUST DEED

CTYC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 15, 1975, between EDUARDO PENA and RAFAELA PENA, 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 holders being herein referred to as Holders of the Note, in the principal sum of **Fourteen Thousand and no/100 (\$14,000.00)** 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 Mortgagors promise to pay the said principal sum and interest from **January 1, 1976,** on the balance of principal remaining from time to time unpaid at the rate of **eight (8%)** per cent per annum in instalments (including principal and interest) as follows:

One Hundred Sixty and no/100 (\$160.00) Dollars on the **first** day of **February** 1976, and **One Hundred Sixty and no/100** 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 the **first** day of **December**, 1976. 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 seven 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 **Paul Hanus** 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 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 five (5) in Block two (2) in Sherman addition to Holstein in Section thirty one (31), Township forty (40) North, Range fourteen (14) East of the Third Principal Meridian in Cook County, Illinois.

500

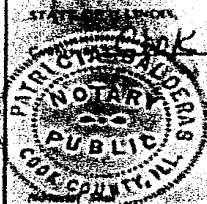
which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, for so long and during all such times as Mortgagors may be entitled thereto, which are pledged, promised and conveyed unto a party with said real estate and not to be divided, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refuse disposal (whether single units or centrally controlled), and ventilation including (without restricting the foregoing) access, window shades, storm doors and windows, floor coverings, inside 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 hand and seal of Mortgagors the day and year first above written
Eduardo Pena [SEAL] [SEAL]
Rafaela Pena [SEAL] [SEAL]



Patricia Calderas (PATRICIA CALDERAS)
Notary Public in and for and residing in said County, in the State aforesaid, I DO HEREBY CERTIFY THAT
EDUARDO PENA and RAFAELA PENA, his wife,

who ARE personally known to me to be the same person as whom names 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of December, 1975.

My Commission Expires Dec. 14, 1977 *Patricia Calderas* Notary Public

23-66-22-477

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

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for fees or charges... 2. Mortgages shall pay before any penalty attaches all general taxes and special taxes... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default in the payment of the principal or interest on the note, the holder of the note may, but need not, make any payment or perform any act... 5. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 7. When the note hereby secured shall become due whether by acceleration or otherwise, holders of the note in Trustee shall have the right to foreclose the lien hereon... 8. 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 the premises... 9. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the holder of the note... 10. Trustee has no duty to examine the title herein, existence or condition of the premises, or to inquire into the validity of the signatures of the mortgagor... 11. 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 fully paid... 12. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under them through Mortgages, and whether or not such persons shall have executed the note of this Trust Deed.

IMPORTANT
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD
MAIL TO: Mr. Timothy J. Murtaugh III, Murtaugh, Nelson & Sweet, 111 West Jackson Boulevard, Chicago, Illinois 60604
PLACE IN RECORDER'S OFFICE BOX NUMBER: 523
FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PREMISES HERE: 23 332 892

END OF RECORDED DOCUMENT