

UNOFFICIAL COPY



TRUST DEED

ILLINOIS
PUBLIC RECORD

24 551 459

RECORDED OF DEEDS

24551459

JUN 04 AM '78

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made June 9, 1978, between MODESTO MONTES AND SANDRA MONTES, 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 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 ELEVEN THOUSAND AND NO/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, and delivered to and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 9, 1978 on the balance of principal remaining from time to time unpaid at the rate of 16.36% per annum in installments (including principal and interest) as follows: \$150.00 per month as interest only upon said principal sum. Said principal sum may be pre-paid in full without penalty.

paid in full without penalty. Dollars or more on the 9th day of July 1978, and One Hundred Fifty Dollars or more on the 9th day of each succeeding month until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 9th day of June 1988. All such payments on account of the indebtedness contemplated 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 16.36% per annum, and all 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 agreement, and in absence of such agreement, then at the office of Michael Wexler, attorney at law, 150 N. La Salle St., 210, Chicago, Ill., 60601.

NOW, THEREFORE, the Mortgagors in 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, against, with and hereunto, the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lots 1, 2, and 3, in the subdivision of West Half of the South 99.47 feet of Block 7 in L. Turner's Subdivision of the North East Half of the East Half of the South East Quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (except the East 8 feet thereof), in Cook County, Illinois

**The note secured hereby shall be due and payable in full upon any further conveyance of said property by Modesto Montes and/or Sandra Montes. The Makers of said note declare that the principal sum borrowed hereby is borrowed for a business purpose as defined in CG. 74, Section 4

which, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, attachments, easements, fixtures, and appurtenances thereto belonging to and of 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 of 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, made 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 said fixtures, apparatus, and appurtenances hereinafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the premises.

I HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and a herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which 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. (SEAL) Modesto Montes (SEAL) Sandra H. Montes

10.00

STATE OF ILLINOIS, I, MANUEL KEYES, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Modesto Montes and Sandra Montes who are personally known to me to be the same person, whose 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 9th day of July 1978. Manuel Keyes Notary Public

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