

UNOFFICIAL COPY

24 594 751

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 10, 1978, between,

RODOLFO F. FERNANDO AND ISABELITA M. FERNANDO, 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 **TWENTY FIVE 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 ~~semi-annually~~ **semi-annually** on the balance of principal remaining from time to time unpaid at the rate of **9 3/4** per cent per annum ~~as follows:~~

\$25,000.00 due and payable on or before the 10th day of August, 1979.

~~XXXXXXXXXX XXXXXX NXXXXXXX~~
~~XXXXXXXXXX XXXXXX NXXXXXXX~~

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 ~~XXXXXXX~~ unless paid when due shall bear interest at the rate of ~~XXXXXX~~ 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, 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 **Chicago** COUNTY OF **Cook** AND STATE OF ILLINOIS.

Lot 108 in Kransz 1st Addition to Edgewater in the South West 1/4 of the North West 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10.00

24 594 751

THIS INSTRUMENT PREPARED BY:
NAME DATE

Robert M. Clark 8/10/78 6316 S. Western, Chicago, Illinois

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, boiler, 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, major bees, 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 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]

[Signature]

[SEAL]

[SEAL]

[Signature]

[SEAL]

STATE OF ILLINOIS

Elaine Andreski

ss. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT **Rodolfo F. Fernando & Isabelita M. Fernando, His Wife**

ELAINE ANDRESKI
NOTARY PUBLIC
My commission expires March 26, 1980

who are personally known to me to be the same person, whose name s 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, including the release and waiver of the right of homestead

ELAINE ANDRESKI, NOTARY PUBLIC under my hand and Notarial Seal this 10th day of August A D 1978

[Signature]
Notary Public

4062278 6648 9000

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or other structures on the premises which may become damaged or be destroyed. (2) keep and premises in good condition and repair... (3) promptly pay all taxes and assessments... (4) comply with requirements of law of municipal ordinance... (5) Mortgagors shall pay before any penalty attaches all general taxes and special assessments... (6) Mortgagors shall keep all buildings and improvements in a good and safe condition... (7) In case of default herein, Trustee of the holders of the note may... (8) The Trustee or holders of the note hereby secured making any payment... (9) Mortgagors shall pay to the Trustee of the holders of the note... (10) No action for the enforcement of the lien of or any part hereof shall be subject to any defense... (11) Trustee has the duty to examine the title, location, existence or condition of the premises... (12) Trustee shall release this trust deed and the lien thereof... (13) Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles... (14) This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors... (15) The Holder of the Note may collect a late charge... (16) In addition to the monthly payment of principal and interest herein specified, the Mortgagors shall pay 1/12th the annual amount of the general taxes... (17) With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on any such deposits... (18) It is expressly agreed and understood that in the event of transfer of title to the real estate... (19) The Trustee of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

ILLINOIS RECORD 24594757
MAY 22 2 38 AM '78

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 TRUST DEED NOTED IN CONNECTION WITH THIS TRUST DEED HAS BEEN IDENTIFIED HEREIN BY IDENTIFICATION NO. 619
CAROLLETTE NATIONAL BANK, as Trustee
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

D NAME
L STREET
V CITY
E RY INSTRUCTIONS

OR
RECORDERS'S OFFICE BOX NUMBER 500

1523 W. Hood
Chicago, Illinois

END OF RECORDED DOCUMENT