

TRUST DEED
CHARGE TO DEBT

24 921 814 THIS IS A JUNIOR MORTGAGE

11.00

Form 124

11-71

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 2, 1979, between Angel J. Cruz and Catherine Cruz, his wife, of 3654 North Francisco Street, Chicago, Illinois

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 Twenty Thousand (\$20,000.00) Dollars, evidenced by one certain Promissory 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 in instalments as follows:

Three Hundred Thirty-three and 34/100 (\$333.34) Dollars on the 1st day of May 19 79 and Three Hundred Thirty-three and 34/100 (\$333.34) Dollars on the 1st day of each month hereafter, to and including the 1st day of March 1984, with interest from with a final payment of the balance due on the 1st day of April 1984, with interest from

as follows: the date hereof on the principal balance from time to time unpaid. In each period of one year commencing April 7, 1979 and ending April 30, 1984 during the term hereof, said note shall bear interest at a rate equal to one percent (1%) above the prime rate at the First National Bank of Chicago in effect on the first day of such period. Changes in the interest rate payable under said note to occur concurrently with such annual redetermination of said prime rate.

each of said instalments of principal bearing interest after maturity at the rate of six 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 Jack Sear 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:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND MADE PART HEREOF

This Trust Deed is a junior mortgage, and the liens created hereby and the rights and interests created hereunder are expressly subordinate to the senior mortgage or trust deed recorded prior hereto with regard to the aforesaid real estate.

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 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, inlaid 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 and seal of Mortgagors the day and year first above written.

X [Signature] [SEAL] [SEAL]
X [Signature] [SEAL] [SEAL]

STATE OF ILLINOIS, I, [Signature] a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook ss. ANGEL J. CRUZ AND CATHERINE CRUZ

who personally known to me to be the same persons whose name 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.

GIVEN under my hand and Notarial Seal this 6th day of April A.D. 1979 [Signature] Notary Public.



BOX 593

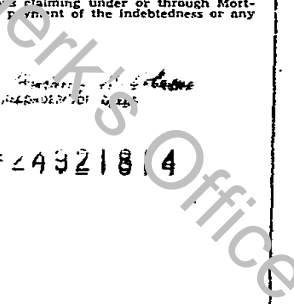
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or business now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2006 CHICAGO, ILLINOIS
FILES FOR RECORD

APR 17 '79 10 33 AM

249218 4



IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE. BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO TITLE AND TRUST COMPANY, as Trustee. by Dorothy Beuley Assistant Secretary Assistant Vice President Trust Officer

D NAME
E STREET
L CITY
V INSTRUCTIONS
R OR
Y RECORDER'S OFFICE BOX NUMBER

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

UNOFFICIAL COPY

101171

THAT CERTAIN PARCEL OF LAND COMMONLY KNOWN AS 3654 N.
FRANCISCO ST., CHICAGO, ILLINOIS, IN COOK COUNTY TO WIT:

LOT 2 (EXCEPT THE NORTH 5 FEET THEREOF)
AND THE NORTH 10 FEET OF LOT 3 IN BLOCK
4 in WILLIAM BOLDENWECK'S ADDITION TO
UNTER DEN LINDEN, A SUBDIVISION OF LOT
5 OF THE COUNTY CLERKS SUBDIVISION OF
THE EAST HALF OF THE NORTHWEST QUARTER
OF SECTION 24, TOWNSHIP 40 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

EXHIBIT A

24 921 814

END OF RECORDED DOCUMENT