

UNOFFICIAL COPY



TRUST DEED

24 012 746

This instrument was prepared by Jill Igaravidez
PARK NATIONAL BANK OF CHICAGO
205 N. Milwaukee Ave.
Chicago, Illinois 60618

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CITE 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 1, 1977, between ISRAEL PEREZ AND MARIA PEREZ, HIS WIFE

9979 2607 4 J

PARK NATIONAL BANK OF CHICAGO, a National Banking Association hereinafter referred to as "Mortgagors," and ~~CHICAGO TITLE AND TRUST COMPANY, INC.~~ doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

TWO TY FOUR THOUSAND AND NO/100 _____ 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 July 1, 1977 _____ on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in instalments (including principal and interest) as follows:

200 HUNDRED FIFTEEN AND 4/100 _____ Dollars or more on the 1st day of September 1977, and TWO HUNDRED FIFTEEN AND 4/100 _____ Dollars or more on the 1st day of each and every month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of August 1977. 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 payments shall be 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 PARK NATIONAL BANK OF CHICAGO 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 and no part 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, being and being in the _____ City of Chicago _____ COUNTY OF _____ COOK _____ AND STATE OF ILLINOIS, to wit:

Lot 53 and the South half of Lot 52 in De Laage Logan Square Subdivision of Block 3 in Garrett's Subdivision of part of the East half of the South East quarter of Section 26, Township 43 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY ILLINOIS
RECORD
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DEPT. OF RECORDS
BOOK OF DEEDS
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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 rights, 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (whether restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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]

Israel Perez

[SEAL]

[SEAL]

Maria T Perez

[SEAL]

STATE OF ILLINOIS,
County of Cook

I, Geraldine R. Seibor
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT ISRAEL PEREZ AND MARIA PEREZ, his wife

who are personally known to me to be the same person s=, 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.

Given under my hand and Notarial Seal this 1st day of Jul 1977.

Notarial Seal

Geraldine R. Seibor Notary Public

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Property of Cook County Clerk

10. No action for the enforcement of the lien or of any provision hereof shall be available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holder 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. 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; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness thereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming or to be through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

UNDER ATTACHED HERETO AND MADE PART HEREOF

IMPORTANT!

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

Identification No. 1175

PARK NATIONAL BANK OF CHICAGO Trustee.

By *J. W. Slaughter* Vice President

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2415 N. Kimball Ave.

Chicago, Illinois

MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER

23012748

END OF RECORDED DOCUMENT