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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Ludwig H. Olson
RECORDER OF DEEDS

1981 FEB -6 AM 9:00

25765342

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 31 19 81, between
JOSEPH MOLINA and GLORIA MOLINA, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$40,000.00)

Forty thousand and 0/100ths

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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 15 per cent per annum in instalments (including principal and interest) as follows:

Five hundred twenty-six and 72/100ths (\$526.72) Dollars or more on the 1st day of March 19 81, and Five hundred twenty-six and 72/100ths (\$526.72) Dollars or more on the 1st 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 on the 1st day of February, 1986. 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 15 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 Belmont 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 19 and the South 8-1/3 feet of Lot 20 in Block 14 in Charles J. Ford's subdivision of Blocks 3, 4, 5, 14, 15, and Lots 1, 2, and 3 in Block 16 in the subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (except the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/4 of the Southeast 1/4) in Cook County, Illinois.

11 00

See Rider attached hereto and made a part hereof.

THIS INSTRUMENT PREPARED BY
EDWARD CLERIHAN
Belmont National Bank of Chicago
3129 North Clark St. Chicago, IL

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, 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, 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.

Joseph Molina [SEAL] Gloria Molina [SEAL]
Joseph Molina Gloria Molina
[SEAL] [SEAL]

STATE OF ILLINOIS,

I, Nina D. Caspich

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook

THAT Joseph Molina and Gloria Molina, 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 31st day of January 19 81.

Nina D. Caspich Notary Public

Notarial Seal

BOX 533

ON 1-31-81

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MORTGAGE RIDER

THIS RIDER IS ATTACHED TO AND MADE PART OF THE MORTGAGE DATED

January 31, 1981

BETWEEN Joseph Molina and Gloria

Molina, His wife

, MORTGAGOR(S), AND Chicago Title

and Trust Co.,

, TRUSTEE.

The loan secured hereby is made in reliance upon the ownership and management by mortgagor of the mortgaged land. Therefore, if mortgagor shall, without consent in writing of the mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the mortgagor shall change, so that the present mortgagors shall relinquish or lose their present degree of such management, ownership or control, or in the event and consensual junior or concurrent lien is attached to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgaged debt. In substantial changes, or changes by reason of death, or conveyances or assignments made to members of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to grantee or assignee as if such assignee were the mortgagor. This provision is inapplicable to transfers or the creation of consensual liens on chattels, since mortgagee chooses to rely on its continuing chattel security in such event, so that mortgagee in such event will not be required to consent or refuse consent to such chattel transaction. This last provision is also inapplicable to leases for two years or less that contain no option to renew or purchase or any pre-emption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

Mortgagors shall make deposits with the holder of the Note on each of the due dates of said installments of principal or interest in amounts fixed by the holder of the Note in order to maintain a fund sufficient to enable the holder of the Note to pay the general taxes assessed against the premises described herein as they accrue or become due; said deposits to be made so that the holder of the Note shall have on deposit in advance of the due date of each installment of taxes an amount equal thereto. The holder of the Note shall not be liable for interest on such tax deposits.

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END OF RECORDED DOCUMENT