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TRUST DEED

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COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney N. Olson RECORDER OF DEEDS

1979 OCT 10 PH 2: 50

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 4 1979 , between ZENNY ROSADO and CARMEN I. ROSADO, his wife

herein received to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, 'Anoi, berein referred to as TRUSTEE, witnesseth:

THAT, WHERI AS he Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holder weing herein referred to as Holders of the Note, in the principal sum of

Seventeen Thousand Five Hundred and no/100 (\$17,500.00) evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF mence by one cercan instalment Note of the mortgagors of even date netewin, made payable to the Corder of mences. Natalia Wys an wskij, Mykolaj Wys znewskij and Ursula Wys znewskij, not as tenants in common, but in joint tenancy with right of survivorship and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 4, 1979 on he balance of principal remaining from time to time unpaid at the rate of 10 3/4% per cent per annum in instalments (including principal and interest) as follows:

One Hundred Ninety-six and 17/100 (196.17)

Dollars or more on the 1st day of November 19 79 and One Hundred Ninety-six and 17/100 (196.17)

Dollars or more on the 1st day of each month thereage will 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 October 19 94. All such payments on account of the indebtedness evidenced by said note to be arst, pplied 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 10 3/4% per annum, and all of said principal and in actest being made payable at such banking house or trust company in Montello, Wisconsin XVX, as the holders of the note may, from time to time, Mykolaj Wysznewskij

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal an of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the took are said agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the recipit whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following accribed Beal Estate and all of their estate, right, title and interest therein, situate, lying and being in the COOK

AND STATE OF ILLINOIS, to wit:

LOT 1 IN RESUBDIVISION OF LOTS 21, 22, 23 AND 24 IN C. BOETICHERS SUBDIVISION OF LOTS 8 AND 10 AND THAT PART NORTH OF SOUTH 60 FEET OF LOT 7, IN BLOCK 8 IN BURYLINS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 CF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THIS IS A PURCHASE MONEY TRUST DEED

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 pr fits 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. "" state 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, inades beds, awnings, stores 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 coverants, conditions and provisions appearing on page 2 (the reverse side of

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 are assigns.	
	and seal S of Mortgagors the day and year first above written.
Denny Ko	sado [SEAL] Carmen U. Rosado [SEAL]
Benny Rosad	lo Carmen I, Rosado
	[SEAL] [SEAL]
STATE OF ILLINOIS.	1. LEONARD E BLUM
	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Benny Rosado and Carmen I. Rosado, his wife
	o are personally known to me to be the same person 8 whose name 8 are subscribed to the egoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and antary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this day of October 1979.

Page 2 THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagout shall (a) promptly repair, rectore or rebuild any buildings or improvements now or hereafter in the promises which may be considered to the first of the first o

indehendness secured hereby, or by any decree intertesting into the decree, provided such application is made prior to forechouse all the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any "stee", which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the mote shall have the right to inspect the premises at all reasonable it 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 in pute and the subject the signatures or the identity, capacity, or authority of the signatures on the indentity, apacity, or authority of the signatures on the note or trust deed, nor shall Trustee be sold, and to record this trustee deed or to exercise any power herein given unless expressly obligated by the terms bereof, nor be liable for any a to yoursistens hereunder, becept in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may remain indevidences secured by this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, evide nee that all indevidences secured by this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, evide nee that all reasons when the proper instrument upon presentation of satisfactor, evide nee that all reasons when the proper instrument upon presentation of satisfactor, evide nee that all reasons when the proper instrument upon presentation of satisfactor, evide nee that all reasons when the proper instrument upon presentation of satisfactor, evide nee that all reasons when the proper instrument and deliver a release hereof to and a their question when the proper instrument and deliver a release hereof to and a their question when the present all and the lien thereof proper instrument and deliver a release her

been recorded or filed. In case of the resignation, inability or refusal to act of privates, the their executed in control premises are situated shall be Successor in Trust Any Successor in Trust hereunder shall have the idential 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 under or through 16. This Trust Deed and "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 ervices 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.

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.

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

MAIL TO:

PLACE IN RECORDER'S OFFICE BOX NUMBER

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TILS RIDER IS HEREBY ATTACHED TO AND IS MADE A SPECIFIC PART OF THAT CERTAIN TRUS! JFDD DATED: OCTOBER 4, 1979 EXECUIFD BY: BENNY ROSADO and CARMEN I. ROSADO his wife COVERING PROPERTY AT: 1656 NORTH TALMAN, CHICAGO, LLIANDIS 60647

DATED: OCTOBER 4, 1979

17. MORTGAGORS AGREE to deposit with the holder of the note described herein a sum each nonth equal to one-twelfth (1/12th) of the annual real estate taxes, which deposits shall be in addition to and made at the same time as the stipulated payments provided for hereunder; and, FURTHER, such deposits shall bear no interest.

18. MORTGAGORS DO FURTHER COVENANT AND AGREE that they will not transfer or cause to be transferred or sufficient involuntary transfer of any interest, whether legal or equivable, and whether possessary or otherwise in the mortgaged premises. To any third party so long as the debt secured hereby subsists, wi hout the advance written consent of the holder of the indebtedness or its assigns, and FURTHER, that in the event of any such transfer by the mortgagors without the advance written consent of the '.lder of the indebtedness, or its assigns, the holder of the inlebtedness, or its assigns, may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby immediately due and payable.

- Carmen l. Rosade

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