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TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Sidney R. Olson  
RECORDER OF DEEDS

1979 OCT 10 PM 2:50

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 4 1979, between  
BENNY ROSADO and CARMEN I. ROSADO, 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

Seventeen Thousand Five Hundred and no/100 (\$17,500.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~ROBERT~~ Natalia Wyszniewskij, Mykolaj Wyszniewskij and Ursula Wyszniewskij, 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 the 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 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 October 19 94. 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 10 3/4% per annum, and all of said principal and interest being made payable at such banking house or trust company in Montello, Wisconsin ~~WISCONSIN~~, 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 Mykolaj Wyszniewskij in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal and 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 1 IN RESUBDIVISION OF LOTS 21, 22, 23 AND 24 IN C. BOETCHERS SUBDIVISION OF LOTS 8 AND 10 AND THAT PART NORTH OF SOUTH 60 FEET OF LOT 7, IN BLOCK 8 IN BARDENS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1100

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 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.

Benny Rosado [SEAL] Carmen I. Rosado [SEAL]  
Benny Rosado [SEAL] Carmen I. Rosado [SEAL]

STATE OF ILLINOIS, } I, LEONARDO E. BLUM  
County of LAKE } 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



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 4 day of OCTOBER 19 79.

Leonardo E. Blum Notary Public

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# UNOFFICIAL COPY

DATED: OCTOBER 4, 1979

THIS RIDER IS HEREBY ATTACHED TO AND IS  
MADE A SPECIFIC PART OF THAT CERTAIN  
TRUST DEED DATED: OCTOBER 4, 1979  
EXECUTED BY: BENNY ROSADO and CARMEN  
I. ROSADO, his wife  
COVERING PROPERTY AT: 1656 NORTH TALMAN,  
CHICAGO, ILLINOIS 60647

17. MORTGAGORS AGREE to deposit with the holder of the note described herein a sum each month 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 suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party so long as the debt secured hereby subsists, without 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 holder of the indebtedness, or its assigns, the holder of the indebtedness, 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.

Benny Rosado  
- Carmen I. Rosado

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END OF RECORDED DOCUMENT