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GEORGE E. COLE
LEGAL FORMS

TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest)

FORM NO. 206
April, 1980

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

850-16666

THIS INDENTURE, made April 23rd 1985.

between Roberto Martinez and Maria G. Martinez,
HIS WIFE

4028 W. 25th Place, Chicago, IL 60623
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Commercial National Bank
of Chicago,

4800 N. Western Ave., Chicago, IL 60625
(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Trustee and delivered, in and by which note Mortgagors promise to pay the principal sum of two thousand, two hundred, fifty-nine and 93/100 Dollars, and interest from May 30, 1985 on the balance of principal remaining from time to time unpaid at the rate of 21.20 per cent per annum, such principal sum and interest to be payable in installments as follows: eighty-five and 37/100 Dollars on the 30th day of June 1985 and eighty-five and 37/100 Dollars on the 30th day of each and every 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 30th day of May 1988. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof at the rate of 21.20 per cent per annum, and all such payments being made payable at 4800 N. Western Ave., Chicago, IL 60625 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the performance of any covenants or conditions of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any covenants or conditions contained in this Trust Deed in which event election may be made at any time after the expiration of said three days, without notice, and that a notice thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, to wit:

State, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:
Lot 34 and the East 1 foot of Lot 33 of Mrs. Lily R. Lippincott's Subdivision of the West 1/2 of Lots 2 and 5 of Lots 2 and 5 of Lots 3, 4 and the West 1/2 of Lots 2 and 5 in Block 3 and Lots 3, 4, and the West 1/2 of Lots 2 and 5 in Block 4 in Crawford's Subdivision of the North East 1/4 South of the Chicago Burlington and Quincy Railroad of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

TAX I.D #16-27-230-012

Common Address: 4028 W. 25th Place, Chicago, IL 60623

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (with such rents, issues and profits as are pledged primarily and on a par with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation (including without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, major beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed on the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Roberto Martinez and Maria G. Martinez
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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
X Roberto Martinez (Seal) X Maria G. Martinez (Seal)
ROBERTO MARTINEZ MARIA G. MARTINEZ

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERTO MARTINEZ AND MARIA G. MARTINEZ personally known to me to be the same person is whose name is 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 official seal, this 23RD day of APRIL 1985
Commission expires 3-12-1988 Pauline Rudzinski
Notary Public

This instrument was prepared by Pauline Rudzinski, 9909 W. Roosevelt Westchester, IL 60183
(NAME AND ADDRESS)
Mortgage Commitment to Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, IL 60625
(CITY) (STATE) (ZIP CODE)



850-16666

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