

UNOFFICIAL COPY

TRUST DEED

(INDIVIDUAL)

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COOK COUNTY, ILLINOIS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 23, 1985, between

JESUS E. ESPARZA AND LUCINIA M. ESPARZA, HIS WIFE

herein referred to as "Mortgagors," and

FIRST NATIONAL BANK OF BLUE ISLAND

a Corporation, duly organized and existing under the laws of the United States, and qualified to do a trust business under and by virtue of the laws of the State of Illinois, doing business in Blue Island, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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

FORTY FIVE THOUSAND AND NO/100 - - - - - (\$45,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the date thereof on the balance of principal remaining from time to time unpaid at the rate of 12.50% per cent per annum in instalments as follows: FIVE HUNDRED FIFTY FIVE AND NO/100 - - - - - (\$555.00) or more

Dollars on the 23rd day of September, 1985, and FIVE HUNDRED FIFTY FIVE AND NO/100 - - - - - (\$555.00) or more

Dollars on the 23rd 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 23rd day of August, 1988.

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 12.50% per cent per annum, and all of said principal and interest being made payable at the offices of the First National Bank of Blue Island, in Blue Island, Illinois, or at such place as the Holders of the Note may, from time to time, appoint in writing.

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, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, Situate, lying and being in the City of Blue Island, COUNTY OF Cook AND STATE OF ILLINOIS.

The East half of the South fifty (50) feet of lot six (6) and the East half of lot seven (7) of the Subdivision of Block twenty one (21) of Robinson's Addition to Blue Island being a Subdivision of the East half of the South East quarter of Section thirty six (36), Township thirty seven (37) North, Range thirteen (13), East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.**

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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 therein 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 of secondarily) and all apparatus, equipment or articles now or hereafter placed on 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, interior 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 on 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 here in 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... and seal... of Mortgagors the day and year first above written.

X Jesus E. Esparza (SEAL) Lucinia M. Esparza (SEAL)

STATE OF ILLINOIS, I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jesus E. Esparza and Lucinia M. Esparza, his wife

COUNTY OF COOK who are personally known to me to be the same persons and whose names 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 Notarial Seal this 23rd day of August, A.D. 1985.

THIS DOCUMENT PREPARED BY: NORMA WIERMAN FIRST NATIONAL BANK OF BLUE ISLAND 13057 S. WESTERN AVENUE BLUE ISLAND, ILLINOIS 60406

