

UNOFFICIAL COPY

CHARGE TO DEBIT COOK COUNTY, ILLINOIS

85238002

TRUST DEED

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Form 134

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 20, 1985, between

SERGIO GONZALES, A Bachelor,

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 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 Fifteen Thousand and no/100 - - - - - (\$15,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER Sigrid Back and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

One Hundred Fifty Two and 48/100 - - - - - Dollars on the 20th day of September 1985 and One Hundred Fifty Two and 48/100 - - - - - Dollars on the 20th day of each month thereafter, to and including the 20th day of May 1990, with a final payment of the balance due on the 20th day of June 1990, with interest payable monthly in advance

on the principal balance from time to time unpaid at the rate of 11 1/2 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of seven per cent 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 Sigrid Back; 2553 N. Rutherford, Chicago, Illinois 60634 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, COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The West 93 feet of Lots 38, 39 and 40 in Block 4 in Oliver L. Watson's Belmont Heights Addition to Chicago, a Subdivision of that part West of the right of way of the Chicago, Milwaukee and St. Paul Railroad of the South East 1/4 of Section 19, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 13-19-400-037 AA Commonly known as 3555 N. Oak Park Avenue, Chicago, Illinois

THIS IS A JUNIOR MORTGAGE.

11.00

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 other 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..... and seal..... of Mortgagors the day and year first above written. [Signature of Sergio Gonzales] [SEAL] [SEAL]

STATE OF ILLINOIS, } 1. SERGIO C. AXEL-ROD } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook } Sergio Gonzales, A Bachelor

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 20th day of September, A. D. 1985

[Signature of Notary Public]

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