



713338  
CHARGE TO CERT  
**TRUST DEED**

This instrument prepared by  
Cheryl Harper  
154 W. Hubbard St.  
Chicago, Ill.

CTRC 7

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 AUG -6 PM 2:44

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 5th,

1986, between

NELSON GUTIERREZ and MARTHA L. GUTIERREZ, 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

ELEVEN THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS and 63/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION~~

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 11.90 percent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED SIXTY ONE and 19/100 Dollars or more on the 15th day of September 1986, and TWO HUNDRED SIXTY ONE and 19/100 Dollars or more on the 15th 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 15th day of August, 1991. 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 25 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 Security Federal Savings & Loan Association 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PERMANENT TAX #13-35-110-003-0000

LOT 3 in CHARLES S. NEERO'S RESUBDIVISION OF BLOCK 4 IN GRANT AND KEENEY'S ADDITION TO PENNOCK SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2251 North Avers, Chicago, Illinois 60647

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 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, indoor 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.

Nelson Gutierrez  
NELSON GUTIERREZ

[ SEAL ]

Marta L. Gutierrez  
MARTHA L. GUTIERREZ

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

1, MARIBEL DIAZ

County of Cook SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT NELSON GUTIERREZ and MARTHA L. GUTIERREZ, 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 "OFFICIAL SEAL" they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES Given under my hand and Notarial Seal this 5th day of August 1986

4-19-86

Maribel Diaz Notary Public

Notarial Seal

**UNOFFICIAL COPY**

ILLINOIS 60647

2351 - NORTH AVENUE  
INSERT STREET ADDRESS OF ABOVE  
FOR RECORDED INDEXED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER, THE INSTALMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE DIFFERENTIATED FROM THE  
TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon heirs, executors and all persons claiming under or through indorsements of any party thereto, whether or not such persons shall have executed the acts or the instrument of this instrument.

16. Before release of this trust note is made, "Notes", when more than one note is used, this instrument shall be construed to mean "Notes", when more than one note is used.

17. Trustee of successor shall receive for its services a fee as determined by its trustee scheduled in effect when the last payment of this trust deed is received. Trustee of successor shall be entitled to reasonable compensation for any other act of service performed under any provision of this "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

11. Trustee of the trustees of the trust may have the right to inspect and examine any documents or papers relating to the trust.

9. Motorgroups exist to help each item of hardware meet its specific needs, either individually or in groups. The appropriate procedure from the application of any law, by whomsoever, shall, for the time being, take place in accordance with the rules of such an association.

5. The trustee of any charitable trust created for the benefit of any class or classes of persons may do  
concerned as a way of carrying out the objects of the trust.

permits; (e) contributions in aid of premises used in the premises and the use thereof; (f) money had and received to the premises except as required by law or municipal ordinances within the city limits; (g) contributions in aid of premises used by the municipality or corporations within the city limits.

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises of the mortgagor, and (b) keep said premises in good condition and repair, without waste, and free from mechanical damage, or be damaged or destroyed; (c) keep said premises in good condition and repair, without waste, and free from structural or physical damage, or be damaged or destroyed; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises of the nature of the one described in the lien hereof, and upon request except otherwise expressly provided in the discharge of such prior to the time of payment of the principal sum due thereon, and pay when due any indebtedness which may be created by a loan or charge made or incurred by the mortgagor in connection with the construction of the building or buildings described in the lien hereof.

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