



P&G  
TRUST DEED

# UNOFFICIAL COPY

6240860878

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 14

1986, between Donald Martin

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 Seven thousand eight hundred eighty dollars six cents (\$7,889.06)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER PRIMO E. GENETIA JR. & PAZ V. GENETIA (his wife)

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 15, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10.375 percent per annum in instalments (including principal and interest) as follows: Seventy eight dollars and ten cents (\$78.10)

of December 15, 1986 and Seventy eight and ten cents (\$78.10) Dollars or more on the day of December 15, 1986 and Dollars or more on the 15 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 15 day of November, 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 Twelve 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

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:

The South 1/2 of Lot 23 (except the East 72 feet) and Lot 24 (except the East 72 feet) in block 1 in Rood's Subdivision on the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY RECORDER

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, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor doors, 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 hereinafter 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.

[ SEAL ]

*Donald Martin*

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

County of COOK

{ SS.

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DONALD MARTIN

who \_\_\_\_\_ 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.

Given under my hand and Notarial Seal this

17th

June

86

day of

19

Notarial Seal

## UNOFFICIAL COPY

MAIL TO:

9035W, GARDINERS ST.

P21m E GEN C71A V12

FOR RECORDERS, INDEX PURPOSES  
INSERT STKEEF ADDRESS OF ABOVE  
FOR RECORDERS, INDEX PURPOSES  
DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY  
TRUST DEED SHOULD BE DRAFTED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, DIRECTOR THE TRUST  
DEED IS FILED FOR RECORD.

RENDER THE INSTALMENT NOTE, THE BORROWER AND  
LENDER SHOULD BE DRAFTED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, DIRECTOR THE TRUST  
DEED IS FILED FOR RECORD.

16. Deedee reclaims her right to the note to the extent to which she has been paid or otherwise entitled to receive payment of the note. She may sue for the amount of the note remaining unpaid.

17. This Trustee shall be entitled to sue for the amount of the note remaining unpaid if she has been paid or otherwise entitled to receive payment of the note.

18. This Trustee shall be entitled to sue for the amount of the note remaining unpaid if she has been paid or otherwise entitled to receive payment of the note.

19. This Trustee may retain his/her right to sue for the amount of the note remaining unpaid if he has been paid or otherwise entitled to receive payment of the note.

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