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TRUST DEED

UNOFFICIAL COPY

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This instrument prepared by Sharon Czubak 184 W. Hubbard St. Chicago, ILL.

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1st, 1987, between DAVID J. GOMEZ JR. and LYDIA M. GOMEZ, 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

THIRTY-TWO THOUSAND THREE HUNDRED TWENTY-SEVEN and 40/100'S-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BRADEN~~ CARNEGIE CREDIT CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1st, 1987 on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED EIGHTY-FOUR and 85/100'S----- Dollars or more on the tenth day of November 1987, and THREE HUNDRED EIGHTY-FOUR and 85/100'S-- Dollars or more on the tenth 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 tenth day of October 1994. 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 CARNEGIE CREDIT CORPORATION 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 7 IN BLOCK 5 IN HANSBROUGH & HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 13-36-312-028-0000

COMMONLY KNOWN AS: 1822 North Richmond Street Chicago, Illinois 60647

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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 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including but not restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, air conditioning 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.

DAVID J. GOMEZ JR. [SEAL] LYDIA M. GOMEZ [SEAL]

STATE OF ILLINOIS, County of Cook

I, MICHAEL A. SHAY a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT DAVID J. GOMEZ JR. and LYDIA M. GOMEZ, his wife

who are personally known to me to be the same persons whose name is subscribed to the OFFICIAL SIGNING instrument, appeared before me this day in person and acknowledged that MICHAEL A. SHAY signed, sealed and delivered the said instrument as their free and NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this first day of October 1987

Notary Seal

My Commission Expires 7-30-87

12.00

