

TRUST DEED

1324

COOK COUNTY RECORD 8

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1987 JAN 29 AM 10:46

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 15th, 1987, between

JOSE GOMEZ AND SUSANA 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

SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 15, 1987 on the balance of principal remaining from time to time unpaid at the rate of 9 3/4% percent per annum in instalments (including principal and interest) as follows:

Seven Hundred Ninety-Five & No/100 (\$795.00) --- Dollars or more on the 1st day of February 1987, and Seven Hundred Ninety-Five & No/100 (\$795) Dollars or more on the 1st 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 1st day of January, 2002 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 17% per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 RAND INVESTMENT COMPANY, 8315 W. NORTH AVENUE, MELROSE PARK, ILLINOIS 60160

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 Village of Morton Grove COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 5 feet of Lot 12 and all of Lot 13 in the Resubdivision of Lots 134 to 151 inclusive in Oliver Salinger and Company's Second Dempster Street Subdivision in the East half of the South West quarter of Section 17, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT INDEX REAL ESTATE NUMBER: 10-17-308-055

Property known as: 9007 Meade, Morton Grove, IL 60053

12.00

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, 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 in 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.

Jose Gomez (Signature)

[SEAL]

JOSE GOMEZ

[SEAL]

Susana Gomez (Signature)

[SEAL]

SUSANA GOMEZ

[SEAL]

STATE OF ILLINOIS,

I,

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSE GOMEZ AND SUSANA GOMEZ, HIS WIFE

County of COOK

who are personally known to me to be the same persons whose names are 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.

Given under my hand and Notarial Seal this 15th day of January 1987.

Notary Public (Signature)

Notary Public

Notarial Seal

Coldwell Banker Title Services, Inc. CH15107-A

THIS DOCUMENT PREPARED BY LAURENCE H. WEINER, SUITE 604, 320 N. MICHIGAN AVENUE, CHICAGO, ILLINOIS 60160

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Page 3 (continued) Covenants, Conditions and Provisions referred to on Page 1

17. It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

CM5102-A

Notarially Certified with Seal

+ Jose Gomez  
JOSE GOMEZ

♀ Susana Gomez  
SUSANA GOMEZ

Property of Cook County Clerk's Office

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