

UNOFFICIAL COPY

TRUST DEED

87089055

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 6, 1987, between ENRIQUE SANTIAGO and MARIA I. SANTIAGO, 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 Notes in the principal sum of ONE HUNDRED TEN THOUSAND (\$110,000.00)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER JOHN G. KIOUSSIS and CHRISOULA KIOUSSIS,

and delivered, in and by which said Notes the Mortgagors promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of Ten percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND FOUR HUNDRED FIFTY-THREE and 66/100 (\$1,453.66) Dollars or more on the 6th day of March, 1987 and a like sum (\$1,453.66) Dollars or more on

the same 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 6th day of February, 1992. 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 Cook County, 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 EAST 100 FEET OF THE SOUTH 160.78 FEET OF LOT 1 IN KEENEY INDUSTRIAL DISTRICT, AN OWNERS DIVISION OF LOTS 6 TO 8, 9 (EXCEPT THE NORTH 130 FEET) AND ALL OF LOTS 17 AND 18 IN COUNTY CLERK'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, (EXCEPT THE SOUTHWEST CORNER BECK'S ADDITION NOT VACATED) IN COOK COUNTY, ILLINOIS. (P.I.N. 13-32-400-019)

\$12.25
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COOK COUNTY RECORDER

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MAIL This document prepared by: Constantine G. Drugas 1 N. LaSalle St, Ste 1616 CH. IL 60602

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 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.

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[SEAL] x Enrique Santiago [SEAL]
[SEAL] x Maria I. Santiago [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ENRIQUE SANTIAGO and MARIA I. SANTIAGO, 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 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
FRANCISCO GONZALEZ
OFFICIAL SEAL
COMMISSION EXPIRES 2/28/90

Given under my hand and Notarial Seal this 6th day of February, 19 87.
Francisco Gonzalez Notary Public

Notarial Seal

AK
S 1132466 C I-E
Annie Kinski

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RIDER

THIS RIDER IS ATTACHED TO AND BY THIS REFERENCE IS INCORPORATED IN AND FORMS A PART OF TRUST DEED DATED FEBRUARY 6, 1987, BY AND BETWEEN ENRIQUE SANTIAGO AND MARIA I. SANTIAGO, HIS WIFE, AS MORTGAGORS, AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE.

IT IS HEREBY FURTHER SPECIFICALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Mortgagors shall not sell, contract to sell, convey or transfer title to, lease, permit the sale, transfer, conveyance, leasing, or giving away of subject real estate, or any part thereof, without the prior written consent of the holders of the note secured hereby, or unless Mortgagors shall pay the entire principal balance and all accrued interest then due under said note, in full.
- B. In addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, Mortgagors agree to pay to the holder of said notes, each and every month, a sum equal in amount to one-twelfth (1/12) of the annual general real estate taxes and special assessments, if any, levied against said real estate, and one-twelfth (1/12) of the annual insurance premium for fire and extended coverage insurance on subject real estate in an amount equal to the full insurable value thereof, payable at the same time and place as the monthly instalments of principal and interest shall be payable under the terms of said notes. Such sums shall be held by the holder of said note in a segregated interest bearing savings account at the same bank as payments due under said Notes are to be made, and shall be used for the payment of such taxes and insurance premiums, with all interest earned thereon being credited to Mortgagors. The monthly deposits required of Mortgagors hereunder shall be increased from time to time, as and if necessary, so as to cover any increases in such taxes and/or insurance premiums.
- C. Mortgagors do hereby waive, to the extent permitted by applicable Illinois law, any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed.

WITNESS the hands and seals of the said Mortgagors the day and year first above written.

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Enrique Santiago (SEAL)

Maria I. Santiago (SEAL)

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