

717130

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TRUST DEED



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Handwritten numbers: 423, 044, 48, 047, 45, 045, 47, 048, 44, 046, 46, 045, 43

THIS INDENTURE, made March 12, 1987, between Robert Gutierrez a husband

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 Twenty four thousand eight hundred and seventy five (\$24,875.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER SHELDON HORWITZ

Dollars 11.00

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of ten (10) per cent per annum in instalments (including principal and interest) as follows:

One thousand one hundred forty-seven and 88/100 (\$1147.88) Dollars or more on the 1st day of May 1987, and One thousand one hundred forty seven & 88/100 Dollars or more on the first 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 April, 1989. 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 fifteen (15) per annum, and all of said principal and interest being made payable at such banking house or trust company in the city of 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 Sheldon Horwitz, 2150 Valencia Dr. in said City, Northbrook County of Cook and State of Illinois

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:

LOTS 43 TO 46, BOTH INCLUSIVE (EXCEPT THE SOUTH 17 FEET TAKEN FOR WIDENING NORTH AVENUE) IN BLOCK 6 IN ROBERTSON'S SUBDIVISION OF THE SOUTH EAST 1/4 LYING SOUTH OF GRAND AVENUE AND EAST OF THE WEST 26.60 CHAINS OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS 4822-32 W North Avenue, Chicago

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 set forth 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.

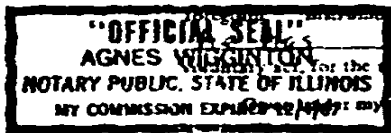
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written

[SEAL] Robert Gutierrez [SEAL]

STATE OF ILLINOIS, } SS. I, Agnes Wigginton, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of COOK } THAT ROBERT GUTIERREZ, a husband

who personally knows to me to be the same person whose name is subscribed to the appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and



my hand and Notarial Seal this 13TH day of MARCH 1987

Agnes Wigginton Notary Public

Notarial Seal

Handwritten notes: 7075 903 P2

87158318

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PLACE IN RECORDED MAIL BOX NUMBER 13-33-423-045, 13-33-423-046, 13-33-423-047

Mr. Alan M. Caplan, Howard Gordon Kaplan, Esq., 180 N. LaSalle, Suite 2805, Chicago, IL 60601

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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

1. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...
2. Mortgagee shall pay all taxes and assessments...
3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...
4. In case of default of the borrower...
5. The Trustee of the note hereby secured...
6. Mortgagee shall pay all taxes and assessments...
7. When the mortgage is secured by acceleration or otherwise...
8. The proceeds of any foreclosure sale of the premises...
9. Upon, or at any time after the filing of a bill to foreclose...
10. No action for the enforcement of the lien or of any provision hereof...
11. Trustee or the holder of the note shall have the right to inspect the premises...
12. Trustee has no duty to examine the title, location, existence or condition of the premises...
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons liable for the payment of the note...

87158318

Prepared by Paul Stadelman, Esq., 180 N. LaSalle, Suite 2805, Chicago, IL 60601

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