

# UNOFFICIAL COPY



## TRUST DEED

722834

88100464

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 19, 1988, between

ENRIQUE CALDERON

ENRIQUE CALDERON

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

NINE THOUSAND (\$9,000.00) AND NO/100 ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 1, 1988, on the balance of principal remaining from time to time unpaid at the rate of 11% per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED NINETY FOUR and 65/100 (\$294.65) ----- Dollars or more on the 1st day of June, 1988, and TWO HUNDRED NINETY FOUR and 65/100 (\$294.65) --- 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 May, 1991. 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 18% 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 STEFANIA ZWOLSKI

AND STATE OF ILLINOIS, to wit: 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

LOT 32 IN GROSS' SUBDIVISION OF LOTS 1-5 INCLUSIVE IN BLOCK 5 IN BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-36-420-019-0000

DEPT-01  
TH4444 TRAN 1026 03/09/88 15 18.00  
#2696 # D \* -88-100464  
COOK COUNTY RECORDER

\$12.25

88100464

-88-100464

12<sup>00</sup> MAIL

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 \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

\_\_\_\_\_  
[ SEAL ] ENRIQUE CALDERON [ SEAL ]  
\_\_\_\_\_  
[ SEAL ] [ SEAL ]

STATE OF ILLINOIS, } 1. 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 CALDERON

who is 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 ENRIQUE CALDERON signed, sealed and delivered the said instrument as his free and

OFFICIAL SEAL

Joseph A La Zarr  
Notary Public, State of Illinois  
My Commission Expires 12/23/91

Given under my hand and Notarial Seal this 19 day of Feb 1988.  
Joseph A La Zarr Notary Public

MAIL TO:

FOR RECORDERS' INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

1725 N. TALMAN  
CHICAGO ILL 60647

722834  
Identification No.

CHICAGO TITLE AND TRUST COMPANY  
By \_\_\_\_\_

ASSISTANT SECRETARY (Automatic) \_\_\_\_\_

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

ANDREW P. MAGGIO, JR.  
ATTORNEY AT LAW  
7824 W. BELMONT AVE.  
CHICAGO ILL 60618

10. No action for the enforcement of the lien or of any provision hereof shall be available to the party intervening as an action at law upon the note hereof secured, deficiency, or by such decree, provided such application is made prior to the foreclosure of the lien hereof or of such decree, or by any decree foreclosing this trust deed, or any other action at law which may be or become a part of this trust deed.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not to be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all independent indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release, with all independent indebtedness secured by a prior trustee mortgage which contains a release without inquiry, where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number, conforming to be placed thereon by a prior trustee mortgage and which conforms with the description herein contained of the note and which purposes to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purposes to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through hereinafter Trustee.

16. Before releasing this trust deed, Trustee or successor shall receive for its services for its services a fee as determined by its rate schedule in effect when this instrument shall be constituted to mean "notes" when more than one note is used.

17. Before releasing this trust deed, Trustee or successor shall receive for its services for its services a fee as determined by its rate schedule in effect when this instrument shall be constituted to mean "notes" when more than one note is used.

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

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