



88203582

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 22 19 88, between

Edgar R. Benitez and Ana Maria Benitez 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

FIVE THOUSAND AND NO/100ths (\$5000.00) 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 April 22, 1988 on the balance of principal remaining from time to time unpaid at the rate of 13 per cent per annum in instalments (including principal and interest) as follows:

A \$10.00 late payment penalty will be added after the 10th of each month ONE HUNDRED THIRTY-FIVE AND NO/100ths (\$135.00) Dollars or more on the 1st day of June 19 88 and One Hundred Thirty-Five and no/100ths 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 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 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 Astro Realty, Inc. 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:

Lot 41 in Block 2, in Paul O. Stensland's Subdivision of the East 664.7 feet of Lots 1, 2, 3 and 4 of Shelby and Magoffin's Subdivision of the South 1/2 of the Southeast 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois, P.T.S. 13-13-414-027 Commonly known as 2426 W. Belle Plaine

In the event of a sale, assignment or transfer of all or any portion of the title to the property described in the Trust Deed securing this Note from the makers hereof to a third party or parties, the entire principal balance then due under this Note shall at the option of the payee become immediately due and payable.

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, major 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 from 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.

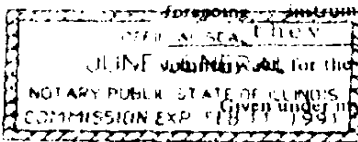
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seals of Mortgagors the day and year first above written.

Signature lines for Ana Maria Benitez and Edgar R. Benitez with [SEAL] markers.

STATE OF ILLINOIS, I, June General, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ana Maria Benitez and Edgar R. Benitez

who are personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as their free and



hand and Notarial Seal this 22nd day of April 19 88

Signature of June General, Notary Public

Notarial Seal

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

MAIL TO: Bernard Rosenfeld
7301 N. Damen Ave.
Chicago, Ill. 60618

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

1. The Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured (under policies providing for payment by the mortgagee or a company of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness recorded hereon), all in compliance satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver to the lender not less than ten days prior to the respective dates of expiration...

RECORDED