

UNOFFICIAL COPY

TRUST DEED

89-155740

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 9, 1989, between AGUSTIN GOMEZ-LEAL, a

Bachelor

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnessed.

THAT, WHEREAS the Mortgagors are justly indebted to the least 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 THOUSAND DOLLARS & NO. 100/100ths of a Dollar

Dollars.

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

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and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 3-9-89 on the balance of principal remaining from time to time unpaid at the rate of 11.0 percent per annum in instalments including principal and interest as follows:

SIX HUNDRED FIFTY FOUR DOLLARS & 75/100 Dollars or more on the 1ST day of APRIL 1989 and SIX HUNDRED FIFTY FOUR DOLLARS & 75/100 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 March, 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 14.0 per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO, IL 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 NATIVIDAD GUSTRECA in said City.

NOW, THEREFORE, the Mortgagors to have the benefit 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 19 IN BLOCK 12 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN#: 17-23-323-015

COOK COUNTY REC'D 15 49 00 89-155740

THE ENTIRE BALANCE HEREUNDER SHALL BE DUE WITHIN 30 DAYS IF MORTGAGOR TRANSFER, ASSIGNS, OR CONVEYS HIS INTEREST OR ANY PORTION THEREOF, IN SAID PROPERTY.

TOGETHER with all improvements, accessories, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgage may be in force, in which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment, or articles of personal property, whether tangible or intangible, such as supply heat, gas, air conditioning, water, light, power, refrigeration, cable, telephone, television, radio, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and wind awnings, awnings, shutters, 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 and the said Trustee's interest therein 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.

AGUSTIN GOMEZ-LEAL [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 of said DO HEREBY CERTIFY THAT AGUSTIN GONZALEZ-LEAL, a Bachelor

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 HE opened, sealed and delivered the said Instrument as HIS free and

voluntarily, for the uses and purposes therein set forth

OFFICIAL SEAL Green under my hand and Notarial Seal this 9TH day of MARCH 19 89. Notary Public

REALTY TITLE, INC. GR 0010 90262

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