

UNOFFICIAL COPY

89476559

TRUST DEED

760720

CTTC?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THE INDENTURE made September 29 19 89 between JUANITA A. VARGAS & MARIEA C. ABRAHAM, wife joint tenants with right of survivorship as to an undivided one-half interest; and MARTHA M. VARGAS, an unmarried woman, as to an undivided one-half interest

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

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

One hundred ten thousand and 00/100

Dollars,

evidenced by one certain Installment 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 September 29, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10.5 percent per annum in installments (including principal and interest) as follows:

One thousand ~~eight~~ and 00/100 Dollars or more on the 29th day of October 19 89 and One thousand ninety eight and 00/100 Dollars or more on the 29th 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 29th day of September, 2009. 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 installment unless paid when due shall bear interest at the rate of 10.5 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 Felix Jimenez and Alicia Jimenez in said City, at 1658 West 37th Street, Chicago, Illinois 60609.

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 \$100,000.00 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 18 and 19 in Knickerbocker's Subdivision of the South 4.15 Acres of Block 20 in the Canal Trustees' Subdivision of the East 1/4 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Mortgagors have 15 days to pay. Payments after the 15th incur a penalty of 4% of the payment.

Mortgagors to provide bill and payment to mortgagee for payment of real estate taxes and insurance at least 5 days before due date.

PIN: 17-31-229-038 and 17-31-229-039

DEPT-01 RECORDING \$12.00  
T43333 TRAW 7638 10/06/89 14:15:00  
#9241 C #89-476559  
COOK COUNTY RECORDER

Street Address: 1648-52 West 35th Street, Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong, 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, insulator beds, awnings, stoves and/or 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 hereinafter 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 on 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.

Martina A. Vargis (SEAL) X Juanita C. Abraham (SEAL)  
Marta M. Vargas (SEAL)

STATE OF ILLINOIS,

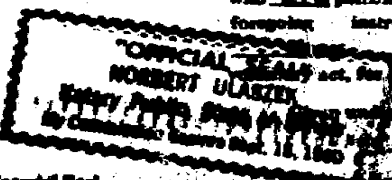
I, the undersigned

County of Cook

SS. a Notary Public and County Clerk residing in Cook County, in the State of Illinois, DO HEREBY CERTIFY THAT the foregoing instrument is to an undivided one-half interest with right of survivorship between JUANITA A. VARGAS & MARIEA C. ABRAHAM, wife joint tenants with right of survivorship as to an undivided one-half interest; and MARTHA M. VARGAS, an unmarried woman, as to an undivided one-half interest

who said personally knows me to be the same person whose name is 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 voluntary act, for the uses and purposes therein set forth.



signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Robert Ullrich Notary Public

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