



727463

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 30, 1988 between Heriberto Palacios

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 Sixty Six Thousand and no/100 (\$66,000.00)

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 February 5, 1989 on the balance of principal remaining from time to time unpaid at the rate of 12.5 per cent per annum in instalments (including principal and interest) as follows:

Nine Hundred Eleven and 32/100 (\$911.32) ----- Dollars or more on the 5 th day of February 1989, and Nine Hundred Eleven and 32/100 (\$911.32) Dollars or more on the 5 th 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 5 th day of 1995 FEBRUARY. 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 15 % 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 Robert Martin P.O. Box 345 Chicago, Illinois 60690

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 91 IN LOMBARD'S SUBDIVISION OF BLOCK 50 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1722 West 21st Street Chicago, Illinois

DEPT-01 \$12.25 143333 TRAN 1053 01/12/89 14:57:00 \$7085 # C * - 89 - 019319 COOK COUNTY RECORDER

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P.I.N. # 17-19-420-039-0000

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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, stove 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.

Heriberto Palacios [SEAL]

STATE OF ILLINOIS, I, Scott Nathanson a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Heriberto Palacios

Notary Public Seal: SCOTT NATHANSON, Notary Public, State of Illinois, My Commission Expires Sept. 3, 1991. Given under my hand and Notarial Seal this 5 day of JAN 19 89.

Notarial Seal

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO, ILLINOIS 60608
1629 West 17th Street
HERIBERTO PALACIOS

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



CHICAGO TITLE AND TRUST COMPANY
Assistant Secretary/Assistant Vice President
By: *[Signature]*
Identification No. 227463

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOT SIGNED BY THIS
FIRST DEPOSIT OFFICE IN CHICAGO TITLE
AND TRUST COMPANY, FIRST LIT. BEFORE THE FIRST
DEPOSIT OFFICE FOR RECORD

1. Mortgages shall not be promissory, but shall be deemed to be promissory for the purposes of this deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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