

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 3, 19 89, between

RICHARD F. PURPURA and DIANNA PURPURA, his wife

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

\* \* \* \* \* FIFTY FOUR THOUSAND 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, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 1 1989 on the balance of principal remaining from time to time unpaid at the rate of nine (9) per cent per annum in instalments (including principal and interest) as follows:

Four Hundred Thirty Four and 51/100 ----- Dollars or more on the 1st day of June 19 89, and Four Hundred Thirty Four and 51/100 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 May, 1994. 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 fourteen 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 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 9 in J. C. McCartney's resubdivision of Lots 26 to 50, both inclusive in Block 11 of the W. H. Phares subdivision of the East 1/2 of the South West 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Index No.: 19-12-319-009-0000

commonly known as 5325 S. Richmond, Chicago, IL

1200

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 jointly 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 soul of Mortgagors the day and year first above-written.

Richard F. Purpura (SEAL) Dianna Purpura (SEAL)

STATE OF ILLINOIS,

I, FRANK R. MARTIN

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook THAT RICHARD F. PURPURA AND DIANNA PURPURA

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

Given under my hand and Notary Seal this 5 day of MARCH 19 89.

OFFICIAL SEAL: FRANK R. MARTIN, NOTARY PUBLIC STATE OF ILLINOIS, MY COMMISSION EXP. MAY 25 1993

Notarial Seal

Form 807, Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment. R. 11/75

PREPARED BY FRANK R. MARTIN 135 S. LASALLE #1460 CHICAGO, ILL

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

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire...
2. Mortgages shall pay before any general tax...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire...
4. In case of default in the note...
5. The Trustee or the holder of the note hereby secured from any account or on behalf of any person...
6. Mortgages shall pay each item of indebtedness hereinafter mentioned...
7. When the indebtedness hereby secured...
8. The proceeds of any foreclosure...
9. Upon, or after the filing of a bill to foreclose...
10. No action for the enforcement of the lien...
11. The trustee or the holder of the note shall have the right to inspect...
12. Trustee has no duty to examine...
13. Trustee shall release this deed and the lien...
14. Trustee may accept as the genuine note...
15. Trustee shall release this deed and the lien...
16. Before releasing this deed...
17. The provisions of the Trust and Trustees Act...
18. The provisions of the Trust and Trustees Act...
19. The provisions of the Trust and Trustees Act...
20. The provisions of the Trust and Trustees Act...

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

RIGHTSMAN MATTIN & CHINJING P.O. CHICAGO, ILLINOIS 60603

MAIL TO: 135 COURT N. SOUTH CHICAGO, ILLINOIS 60603

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CHICAGO TITLE AND TRUST COMPANY

INSURER'S ADDRESS ABOVE DESCRIBED PROPERTY HEREIN

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