



TRUST DEED

## UNOFFICIAL COPY

89116539

728315

CTTC 7

89116539

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 16

19 89, between

Jose Santan Jr., 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, 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/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 March 16, 1989 on the balance of principal remaining from time to time unpaid at the rate of 13 percent per annum in instalments (including principal and interest) as follows: Two hundred

thirty seven and 71/100 Dollars or more on the 16 day  
of April 1989, and Two hundred thirty seven and 71/100 Dollars or more on  
the 16th day of each tenth 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 16 day of March, 1991. 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 16 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 Alex Nimezenko, Park Realty  
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 34 in Block 3 in West Chicago Land Co.'s Subdivision of the  
North West 1/4 of the North West 1/4 of Section 10, Township 39  
North, Range 13, East of the Third Principal Meridian reference being  
had to plat of said subdivision recorded July 11, 1973, in Book  
5 of Plats, Page 551 as Document 114047, in Cook County, Illinois

16-10-102-029-0000  
4720 W. Huron St., Chicago, IL 60644

112.00

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 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.

[ SEAL ]

[ SEAL ]

Jose Santana Jr.

[ SEAL ]

[ 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 aforesaid, DO HEREBY CERTIFY  
THAT \_\_\_\_\_ Jose Santana Jr., a bachelor

who personally known to me to be the same person whose name is subscribed to the  
aforesaid instrument, appeared before me this day in person and acknowledged that  
I, the Notary Public, State of Illinois, signed, sealed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of March 1989.

*Frank Allen Dyer*

Notary Public

Notarial Seal

89116539

