



TRUST DEED UNOFFICIAL COPY

728211

COOK COUNTY, ILLINOIS

89143296

1989 APR - 3 AM 9:55 THE ABOVE SPACE FOR RECORDER'S USE ONLY

Handwritten: #968394 L (cc)

THIS INDENTURE, made March 31 1989, between DAVID MAGALLANES AND AURELIA MAGALLANES

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 THREE 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 April 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows: ONE HUNDRED THIRTY EIGHT AND 44/100-----

Dollars or more on the 1st day of May 1989, and ONE HUNDRED THIRTY EIGHT & 44/100----- Dollars or more on the First 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 first day of April, 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 within 5 days of due date 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 STANLEY M. KSIAZEK 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:

THE SOUTH 6 FEET OF LOT 24 AND ALL OF LOT 25 IN BLOCK 2 IN WARD'S SUBDIVISION OF BLOCKS 1, 4 AND 5 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly Known As: 4358 S. Horace, Chicago, Ill. 60609

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THIS IS A PURCHASE MONEY MORTGAGE. Without the payment of the principal sum of money and interest thereon, the Mortgagors do hereby covenant and warrant unto the Trustee, its successors and assigns, that the above 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: THE SOUTH 6 FEET OF LOT 24 AND ALL OF LOT 25 IN BLOCK 2 IN WARD'S SUBDIVISION OF BLOCKS 1, 4 AND 5 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, Commonly Known As: 4358 S. Horace, Chicago, Ill. 60609, shall be and remain subject to the lien of this mortgage, if the beneficiaries are other than the mortgagors.

THIS IS A JUNIOR MORTGAGE. PIN: 20-06-401-049+048

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, in building (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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.

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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. Respects by: C. Patrick Wagner 8455 S. Oakland Ave. Oak Park, Ill. 60453

WITNESS the hand S and seal S of Mortgagors the day and year first above written. David Magallanes [SEAL] Aurelia Magallanes [SEAL]

STATE OF ILLINOIS, I, C. PATRICK WAGNER, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID MAGALLANES AND AURELIA MAGALLANES

who ARE personally known to me to be the same persons whose names are 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 set forth.

C. PATRICK WAGNER, Notary Public, State of Illinois, My Commission Expires 11/30/90. Under my hand and Notarial Seal this 31st day of March 1989. C. Patrick Wagner Notary Public

