

UNOFFICIAL COPY

TRUST DEED

89208738

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made April 25, 1989 between GENOVEVA ENRIQUEZ, his wife,

19 89, between LUIS F. ENRIQUEZ and

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 SIX THOUSAND AND NO/100 (\$6,000.00) 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 on the balance of principal remaining from time to time unpaid at the rate of 10% percent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED TWENTY-SEVEN AND 49/100 (\$127.49) --- Dollars or more on the 25th day of May, 1989 and ONE HUNDRED TWENTY-SEVEN AND 49/100 --- Dollars or more on the 25th 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 25th day of April, 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 10% 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 HELEN TRZEWIK, in said City, 123 LINDENWOOD LANE, KISSIMMEE, FLORIDA 32743.

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:

SEE RIDER ATTACHED.

74444 TRAN 682 05/07/89 15:08:48 #1673 D \* 89 208738 COOK COUNTY RECORDER

TAX NO. 14-06-204-022-1003



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This Instrument was prepared by: P. JEROME JAKUBCO, 2224 W. Irving Park Road, Chicago, Illinois 60618

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 principal) 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, 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 s and seal s of Mortgagors the day and year first above written

LUIS F. ENRIQUEZ [SEAL]

GENOVEVA ENRIQUEZ [SEAL]

STATE OF ILLINOIS County of COOK

I, P. JEROME JAKUBCO, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT LUIS F. ENRIQUEZ and GENOVEVA ENRIQUEZ, his wife,

who personally known to me to be the same person s whose names are 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

"OFFICIAL SEAL" Voluntary for the uses and purposes therein set forth.

P. JEROME JAKUBCO Notary Public, Cook County, Illinois My Commission Expires August 16, 1989

9 5th day of APRIL 19 89

[Signature of P. Jerome Jakubco]

Notary Public

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89208738 \$14.25

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

Assistant Secretary/Assistant Vice President

By *[Signature]*  
CHICAGO TITLE AND TRUST COMPANY  
Identification No. 225815

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
THE TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

1. The purpose of this Trust Deed is to create a trust for the benefit of the Trustee named herein, and to provide for the management and control of the trust property. The Trustee shall have the right to sell, lease, convey, or otherwise dispose of the trust property in its discretion, and shall be bound by the provisions hereof, and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through the Trustee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this Trust Deed. The word "note" when used in this Trust Deed shall include all such persons and all persons liable for the payment of the note, when used in this Trust Deed. The word "note" when used in this Trust Deed shall include all such persons and all persons liable for the payment of the note, when used in this Trust Deed.

2. The Trustee shall have the right to sell, lease, convey, or otherwise dispose of the trust property in its discretion, and shall be bound by the provisions hereof, and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through the Trustee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this Trust Deed.

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## RIDER

Unit 1B in the 6361 North Paulina Street Condominiums, as delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as "Parcel"):

Lot 6 in Block 1 in High Ridge Subdivision in the North Half of the North East Quarter of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which is attached as Appendix "A" to the Declaration of Condominium Ownership made by Devon Bank, a National Banking Association, as Trustee, under Trust Agreement dated May 27, 1977 and known as Trust Number 3023 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 30, 1977 as Document Number 24267259; together with its percentage interest in said Parcel (excepting from said Parcel the Property and Space comprising all the Units as defined and set forth in said Declaration and Survey), all in Cook County, Illinois.

COMMONLY KNOWN: 6361 NORTH PAULINA, UNIT #1B, CHICAGO, IL 60660

P. I. N. 14-06-204-022-1003

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Property of Cook County Clerk's Office

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## RIDER

The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever. The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment, (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment. If payment is not made within 10 days of the monthly due date, a 5% Late Charge will be added to the payment amount.

County of Cook County Clerk's Office

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