

TRUST DEED UNOFFICIAL COPY 5 8 0

89367580

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 7TH 19 89, between FRANCISCO RIBEIRO, JR. AND

MILAGROS RIBEIRO, IN JOINT TENANCY

herein referred to as "Mortgagors," and Security Pacific Financial Services, Inc. a Delaware corporation, 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 being herein referred to as Holder of the Note, in the principal sum of \$30000.99

THIRTY THOUSAND AND 99/100 Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to the Holder and delivered, which said Note provides for [X] monthly instalments of principal and interest, with the balance of indebtedness if not sooner paid, due and payable on 08-11-04; or [ ] an initial balance stated above and a credit limit of \$ under a Revolving Loan Agreement.

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 2 IN BLOCK 9 IN J.E. WHITES SECOND RUTHERFORD PARK ADDITION, BEING A SUBDIVISION (EXCEPT THE WEST 22.28 CHAINS) IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1754 N OAK PARK, CHICAGO, IL. 60635 DEPT-01 RECORDING \$12.25 740000 TRAN 2203 08/09/89 10:13:00 44984 C \* 89-367580 COOK COUNTY RECORDER

TAX I.D. 13-31-320-022

320 39951 TRW REAL ESTATE LOAN SERVICES SUITE #1015 100 N. LaSALLE CHICAGO, IL 60602 AUG 09 1989

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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, 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 may not be assumed.

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.

Francisco Ribeiro, Jr. (SEAL) Milagros Ribeiro (SEAL)

This Trust Deed was prepared by Haraf, 1910 Highland Avenue, Lombard, IL 60148

STATE OF ILLINOIS, } SS. I, Beatrix C. Conrad, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FRANCISCO RIBEIRO, JR., AND MILAGROS RIBEIRO, IN JOINT TENANCY

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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7TH day AUGUST, 19 89

OFFICIAL SEAL BEATRIX C. CONRAD NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR 16, 1992

Notary Public

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MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD. IMPORTANT!

By Assistant Secretary / Assistant Vice President Identification No. Trustee.

1. Mortgages shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises... 2. Mortgages shall pay certain taxes... 3. Mortgages shall keep all buildings and improvements in good condition and repair... 4. In case of default... 5. The trustee of the note hereby secured making any payment hereby authorized... 6. Mortgages shall pay each item of indebtedness... 7. When the indebtedness hereunder secured shall become due whether by acceleration or otherwise... 8. The proceeds of any foreclosing sale of all the premises... 9. Upon, or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense... 11. Trustee or the holders of the note shall have the right to inspect the premises... 12. Trustee has no duty to examine the title, location, or condition of the premises... 13. Trustee shall release this trust deed and the lien thereon upon presentation of satisfactory evidence... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees... 16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule... 17. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

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

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FOR THE RECORDER'S INDEX PURPOSES... 1910 S H5490 AVE

Lo Bero. J. G. 1910 S H5490 AVE