



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 3rd 1989, between GILBERT GALLARZO and BACILIA GALLARZO, 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

THIRTY EIGHT THOUSAND NINE HUNDRED AND NO/100 (\$38,900.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER S, LAYTON SHULTZ and ROBERT NOLTER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 3, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10.25% per cent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED NINETEEN AND 47/100 (\$519.47) Dollars or more on the 3rd day of August 1989 and FIVE HUNDRED NINETEEN AND 47/100 (\$519.47) 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 July, 1999. 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 10.25% 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 Layton Shultz, 6218 N. Keystone, in said City, of Chicago, Illinois.

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:

Lots 27 and 30 in Moore Patten and Hair's Subdivision of Lots 41, 48, 49 and 56 of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 2433 S. Trumbull, Chicago, IL. 60623 P.I.N.:16-26-219-014

The subject land does not constitute homestead rights as to Grantors or spouses.

DEPT-01 \$12.25 TR#4444 TRAN 1439 08/09/89 14:59:00 #9930 # D * 89-368496 COOK COUNTY RECORDER

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, 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 and seal of Mortgagors the day and year first above written.

X Gilbert Gallarzo [SEAL] X Bacilia Gallarzo [SEAL]

STATE OF ILLINOIS, I, VICKI MANN a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT GILBERT GALLARZO and BACILIA GALLARZO

who 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

OFFICIAL SEAL VICKI MANN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/10/92

Subscribed under my hand and Notarial Seal this 3rd day of August 1989 Vicki Mann Notary Public

Notarial Seal

\$12.25

