

# UNOFFICIAL COPY

## TRUST DEED

83395312

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, MADE August 21 1989, between Paul Hernandez and Sonia Hernandez (his wife)

### PARKWAY BANK

herein referred to as Mortgagors, and ~~CHICAGO TRUST~~ 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

Twenty Thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Parkway Bank & Trust Company

and delivered in and by which said Note the Mortgagors promise to pay the said sum and interest from August 21, 1989 on the balance of principal remaining from time to time unpaid at the rate of B + 2 percent per annum in instalments (including principal and interest) as follows:

Interest Only Shall Be Payable Monthly 20th or more on the 20th day of September 19 89, and Interest Only 20th or more on the 20th 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 20th day of August, 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 B + 2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights 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 Parkway Bank & Trust Company 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, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 7 (except that portion taken for widening Ashland Avenue) in Block 6 in Ashland Avenue and Clark Street Addition to Edgewater, a subdivision of Sections 5 and 6, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 14-06-412-053

5606 N. Ashland  
Chicago, IL. 60660

THIS INSTRUMENT PREPARED BY  
ARMELLA A. RATAJ  
4800 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60656

Parkway Bank & Trust Co. BASE RATE as determined from time to time. BASE RATE is defined as the starting point from which we calculate interest. Your individual charge may be above or below the BASE RATE based upon our sole discretion and considering all factors affecting the loan.

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

Paul Hernandez (SEAL)

Sonia Hernandez (SEAL)

(SEAL)

(SEAL)

89395312

STATE OF ILLINOIS.

I, the undersigned

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul Hernandez and Sonia Hernandez (his wife)

County of Cook

who are 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 voluntary act for the uses and purposes therein set forth.



21st day of August 19 89

Virginia M. Stornolo Notary Public

127 F175

REI TITLE SERVICES # 28-9-76-94

89395312

# UNOFFICIAL COPY



PLACE IN RECORDER'S OFFICE BOX NUMBER 888

Chicago, IL 60660

5606 N. Ashland Ave.

POB RECORDERS INDEX PREPARES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

HARWOOD HEIGHTS, ILL 60656

4800 N. HARLEM AVENUE

PARKWAY BANK & TRUST CO.

MAIL

TO:

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS INSTRUMENT SHOULD BE IDENTIFIED BY CHICAGO TITLE AND THE COMPANY THE STEEL BEFORE THE TRUST DEED IS FILED FOR RECORD.

By *[Signature]*  
PARKWAY BANK AND TRUST COMPANY  
Trustee  
Identification No. 3420

1 Mortgages shall promptly repair, restore or rebuild any building or improvements now or hereafter situated on said premises insured against loss or damage by fire...  
2 Mortgages shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the any tax duplicate receipts therefor...  
3 Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...  
4 In case of default by Trustee or the holders of the note, but need not, make any payment of principal or interest on any mortgage...  
5 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title of claim thereon...  
6 Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...  
7 When the proceeds of any mortgage secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose...  
8 The proceeds of any foreclosing sale of the premises shall be distributed and applied in the following order of priority...  
9 Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver...  
10 No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured...  
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, existence or condition of the premises, or to inquire into the validity of the mortgages on the note or trust deed...  
13 Trustee shall release the trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully paid...  
14 Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed...  
15 The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages...  
16 Before releasing this trust deed, Trustee or successor shall receive for its compensation a fee as determined by its rate schedule in effect when the release deed is issued...  
17 The provisions of the Trust And Trustee's Act of the State of Illinois shall be applicable to this trust deed.

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