

TRUST DEED

90509038

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THE ABOVE SPACE FOR RECORDERS USE ONLY

5748181M2

THIS INDENTURE, made October 9th 1990, between Doris Nofal, married to Enad Nofal and Felino Vargas, married to Ada Vargas

herein referred to as "Mortgagors," and

METROPOLITAN BANK AND TRUST COMPANY

an Illinois banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty three thousand and 00/100ths Dollars (\$ 63,000.00), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from date of disbursement at the rate of 13% per cent per annum in instalments of principal and interest as follows:

Seven hundred ninety eight and 00/100ths Dollars (\$ 798.00), on the 15th day of November 1990 and a like amount of money on the 15th 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 15th day of October 1993 and the principal of each instalment unless paid when due shall bear interest at the rate of 17% per cent 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 METROPOLITAN BANK AND 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, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 9 in Block 6 in Subdivision of Blocks 7, 8, 9, 10 and 11 in Subdivision of the West 1/2 of the Northwest 1/4 in Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 3807 W. Grand Ave. PIN: 16-02-128-006

DEPT-01 RECORDING \$13.25
T#5555 TRAN 7702 10/17/90 15:09:00
#3702 E *-90-509038
COOK COUNTY RECORDER

This is not homestead property.

The provisions of which Note, including the Due on Sale Clause are hereby incorporated herein and made part of by reference.

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. Doris Nofal [SEAL] X. Felino Vargas [SEAL]
Doris Nofal Felino Vargas
[SEAL] [SEAL]

STATE OF ILLINOIS. I, STEVEN BLUM, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook

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 voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/1/94
STEVEN BLUM

12th day of OCTOBER A.D. 1990
Notary Public.

