

TRUST DEED

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CITE 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made January 24 1990 between RAFAEL MARTINEZ and PETRONILA MARTINEZ, HIS WIFE of; 2142 N. TRIPP - CHICAGO, IL.

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 \$8,000.00 Eight thousand and 00/100-----\$8,000.00

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Gail C. Perez

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 8, 1990 on the balance of principal remaining from time to time unpaid at the rate of 15 percent per annum in instalments (including principal and interest) as follows:

Two hundred seventy seven and 32/100----- Dollars or more on the 8th day of March 1990 and Two hundred seventy seven and 32/100-- Dollars or more on the 8th 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 8th day of February 1993. 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 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 Anthony N. Panzica, Attorney at Law

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 42 IN BLOCK 1 OF HARTLEY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS -- COMMONLY KNOWN AS: 2142 N. Tripp Avenue - Chicago, IL. -- PIN # 13-34-219-029

Prepared by: ANTHONY N. PANZICA Attorney at Law 3847 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 to mortgagors 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, inlaid 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 purpose, and upon the uses and trusts herein set forth, free from all taxes 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

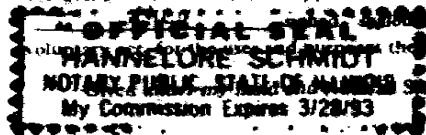
WITNESS the hand and seal of Mortgagors the day and year first above written.

Signature lines for RAFAEL MARTINEZ and PETRONILA MARTINEZ with seal indicators.

STATE OF ILLINOIS

I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rafael Martinez and Petronila Martinez, His

who personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they had delivered the said instrument as their free and voluntary act and deed in conformity with the law in that behalf made.



Signature of Hannelore Schmidt, Notary Public, dated January 24, 1990.

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