



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 2 1990, between JESUS A. YANEZ and BEATRIZ YANEZ, 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

Twelve Thousand Five Hundred (\$12,500.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from time to time on the balance of principal remaining from time to time unpaid at the rate of 10.5% per cent per annum in instalments (including principal and interest) as follows:

One Hundred Sixty Eight and 68/100 (\$168.68) or more Dollars or more on the 1st day of May 1990, and \$168.68 or more ----- 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 April, 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 10.5% 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 JAMES M. McCLELLAN 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:

Lots 6 and 7 in the Hulbert Fullerton Avenue Highlands Subdivision No. 19, being a Subdivision in the East Half of the Southwest Quarter of the East Half of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 5215-17 W. Diversey, Chicago, Ill. 60639 P.I.N.: 13-28-303-017 & 13-28-303-018

DEPT. OF RECORDING 60639 \$13.00 T9999 TRAN 0785 04/03/90 09:18:00 \$1517 6 \* -90-146933 COOK COUNTY RECORDER

THIS IS A PART PURCHASE MONEY MORTGAGE

This Instrument was prepared by: Jess E. Forrest 4950 N. Harlem, Harwood Hts., Il.

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

\_\_\_\_\_| SEAL | [Signature] | SEAL |  
\_\_\_\_\_| SEAL | [Signature] | SEAL |

STATE OF ILLINOIS,

I, the undersigned

County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JESUS A. YANEZ and BEATRIZ YANEZ, his wife

who are personally known to me to be the same person s whose name s they 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.

OFFICIAL SEAL  
JESS E. FORREST  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/28/92

Given under my hand and Notarial Seal this 2nd day of April 1990

[Signature] Notary Public

Notarial Seal

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