



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 11, 19 91, between RAFAEL MARTINEZ

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 holder or 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 One Thousand Eight Hundred Seventy Four (\$31,874.00) and no/100-Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~DEXXXX~~ ZOILO RAMOS, JUAN ARTURO GIL AND ANGEL APONTE and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

Fifteen Thousand (\$15,000.00) and no/100----- Dollars

on the ~~1st~~ day of October, 19 91 and the balance in one lump sum payment on May 1, 1992, including interest at 10% per annum totalling \$17,998.93,

with a final payment of the balance due on the 19 day of 19, with interest from 19 on the principal balance from time to time unpaid at the rate of 10 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 10 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in

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 Zoilo Ramos, Juan Arturo Gil and Angel Aponte 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

LOT 7 (EXCEPT THE EAST 25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 3 IN SHIPMAN BILLS AND MERRILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

3331-3333 W. Fullerton, Chicago, IL 60647; PIN#: 13-35-206-001

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 NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2142 N. Tripp, Chicago, Illinois 60639; 13-34-219-029, Vol. 370

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15.00

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 for 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

[Signature] [SEAL] RAFAEL MARTINEZ [SEAL]

STATE OF ILLINOIS, I, Arnold Rivera County of Cook SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rafael Martinez

who is 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of September, 19 91 [Signature] Notary Public

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