

UNOFFICIAL COPY

TRUST DEED

1991 FEB 26 PM 3 31

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 21, 1991, between Sergio C. Morales, 3314 South Clinton, Berwyn, Illinois 60402, married to Ofelia Morales

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 Six Thousand Six Hundred Seventy-Seven and 12/100 -----

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAVER First Central Corp., 200 North Dearborn Street, Suite 1706, Chicago, Illinois 60601, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 21, 1991 on the balance of principal remaining from time to time unpaid at the rate of 14 per cent per annum in instalments (including principal and interest) as follows:

One Hundred Seventy-Three and 34/100 ----- Dollars or more on the first day of March 1991, and One Hundred Fifty-Five and 36/100 ----- Dollars or more on the first 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 first day of February, 1995. 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 18 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 First Central Corp. 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 43 and the West 1/2 of Lot 44 in Block 1 in C. B. Hosmers Subdivision of Block 21 in Rees Subdivision of the South East 1/4 South of Canal of Section 35 and the West 1/2 of the South West 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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13.00

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 heater. 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 [Signature] | SEAL | [Signature] | SEAL | [Signature] | SEAL |

STATE OF ILLINOIS,

I, \_\_\_\_\_ undersign

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of Cook

THAT Sergio C. Morales married to Ofelia Morales

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

"OFFICIAL SEAL" act, for the uses and purposes therein set forth.

Judith Woods

Notary Public, State of Illinois under my hand and Notarial Seal this 21st day of February 1991.

Cook County My Commission Expires 3/6/93

[Signature] Notary Public

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1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm... 2. Mortgagee shall pay before any penalty attaches against the premises... 3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm... 4. In case of default therein, Trustee or the holders of the note may, but need not, make any partial payments of principal or interest on prior encumbrances...

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO: GREENSTEIN AND SOLOTKY, 30 North LaSalle Street, Chicago, Illinois 60602

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FOR RECORDER'S INDEX PURPOSES DESCRIBED PROPERTY HEREIN INSERT STREET ADDRESS OF ABOVE