

TRUST DEED

UNOFFICIAL COPY



767298

CTTC 9

\$35,028.25 PRINCIPAL
\$45,536.72 FINANCE CHARGE
\$80,564.97 NOTE AMOUNT

91313305

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JUNE 17 19 91, between

ANTONIO CARZA GUERRA & CORCONIA CARZA GUERRA, 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 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

EIGHTY THOUSAND FIVE HUNDRED SIXTY-FOUR AND 97/100 (\$80,564.97)----- Dollars,

guaranty of evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SPALTER FINANCE CO., 8831-33 GROSS POINT ROAD, SKOKIE, IL 60077 (708)675-7720

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

SIX HUNDRED SEVENTY-ONE AND NO/100 (\$671.00)----- Dollars

on the 17th day of JULY 1991 and SIX HUNDRED SEVENTY-ONE AND NO/100 (\$671.00)----- Dollars

on the 17th day of each month thereafter, to and including the 17th day of MAY 19 2001, with a final payment of the balance due on the 17th day of JUNE 19 2001, with interest after maturity on the principal balance from time to time unpaid at the rate of 4% per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of 4% per cent per annum and all of said principal and interest being made payable at such banking house or trust company in SKOKIE, IL

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 SPALTER FINANCE CO. 8831-33 GROSS POINT ROAD, SKOKIE, IL 60077 (708)675-7720 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 HEIGHTS, COUNTY OF COOK AND STATE OF ILLINOIS

to wit: PARCEL I: Lot 3 in Block 150 in Chicago Heights in the Northwest 1/4 of Section 28, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois and commonly known as 208 East 23rd Street, Chicago Heights, IL 60411. PIN: 32-28-111-018.

PARCEL II: Lots 6 and 7 in Block 150 in Chicago Heights in the Northwest 1/4 of Section 28, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 200 East 23rd Street, Chicago Heights, IL 60411. PIN: 32-28-111-016.

PARCEL III: Lots 40 and 41 in Block 151 in Chicago Heights, a Subdivision of part of Sections 28 and 29, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 195 East 23rd Street, Chicago Heights, IL 60411. PIN: 32-28-107-037-038.

PARCEL IV: Lot 1 in Block 144 in Chicago Heights, in the Northwest 1/4 of Section 28, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 260 East 22nd Street, Chicago Heights, IL 60411. PIN: 32-28-108-022.

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COOK COUNTY RECORDER

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 in 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 hands and seals of Mortgagors the day and year first above written.

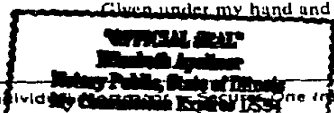
Antonio Carza Guerra [SEAL]

Corconia Carza Guerra [SEAL]

STATE OF ILLINOIS, I, ELIZABETH APOLINAR
County of COOK SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANTONIO CARZA GUERRA & CORCONIA CARZA GUERRA, HIS WIFE,

who are personally known to me to be the same persons whose names 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.

Given under my hand and Notarial Seal this 17th day of JUNE 19 91.



Elizabeth Apolinar [Signature]
ELIZABETH APOLINAR Notary Public.

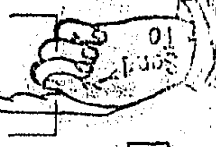
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First American Title Order # C1000

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BALTIMORE FINANCE CO. 8831-33 CROSS POINT ROAD SKOKIE, IL 60077



PARCEL 1: 208 E. 23RD STREET CHICAGO HEIGHTS, IL 60411
PARCEL 11: 200 E. 23RD STREET CHICAGO HEIGHTS, IL 60411
PARCEL 12: 195 E. 23RD STREET CHICAGO HEIGHTS, IL 60411
PARCEL 13: 260 E. 22ND STREET CHICAGO HEIGHTS, IL 60411

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY, Trustee
Assistant Secretary
Assistant Vice President

Identification No. 767298

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgages shall (a) promptly be paid... (b) keep... (c) be... (d) be... (e) be... (f) be... (g) be... (h) be... (i) be... (j) be... (k) be... (l) be... (m) be... (n) be... (o) be... (p) be... (q) be... (r) be... (s) be... (t) be... (u) be... (v) be... (w) be... (x) be... (y) be... (z) be...
2. Mortgages shall pay before any penalty...
3. Mortgages shall keep all buildings...
4. In case of default...
5. The Trustee or the holders...
6. Mortgages shall pay each item...
7. When the indebtedness...
8. The proceeds of any foreclosure...
9. Upon, or at any time...
10. No action for the enforcement...
11. Trustee or the holders...
12. Trustee has no duty...
13. Trustee shall release...
14. Trustee may resign...
15. This Trust Deed and all provisions...
16. Before releasing this trust deed...
17. The provisions of the 'Trust and Trustee Act'...

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including but not limited to purchasing any insurance or paying for any insurance premiums.