



PART PURCHASE MONEY
TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 2,

1992, between

REFUGIO RINCON and ALICIA RINCON, 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

Thirty Eight Thousand and no/100 ----- 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 June 2, 1992 on the balance of principal remaining from time to time unpaid at the rate of nine (9) percent per annum in instalments (including principal and interest) as follows:

Four Hundred Eighty One & 38/100 ----- Dollars or more on the 2nd day of July 1992 and Four Hundred Eighty One & 38/100 ----- Dollars or more on the 2nd 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 2nd day of June, 2002. 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 Eleven 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 Elinor Whates 1211 Bryn Mawr, Roselle, IL 60172

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 in 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 twenty (20) in Block One (1) in S.E. Gross's Subdivision of the South West 1/4 of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 4553 S. McDowell
CHICAGO, IL
PIN #: 20-08-306-013

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, indoor 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 seal **s** of Mortgagors the day and year first above written.

Refugio Rincon | SEAL | *Alicia Rincon* | SEAL |

| SEAL |

| SEAL |

STATE OF ILLINOIS,

{ SS.

I, *JOSEPH F. WOLSKI*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFYCounty of **Cook**THAT **Refugio Rincon and Alicia Rincon,****his wife**

who **are** personally known to me to be the same person **s** whose names **are** **subscribed** to the foregoing instrument, appeared before me this day in person and acknowledged that **they have** signed, sealed and delivered the said instrument as **their** free and voluntary act, for the uses and purposes therein set forth.

" OFFICIAL SEAL"

JOSEPH F. WOLSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/5/95

Joseph F. Wolski Notary Public

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1805 W. 35th St., Chicago, IL 60609
Joseph F. Molark, Attorney at Law

MAIL TO:

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

12. Trustee has had no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the documents or instruments of transfer except so far as may be necessary to record this trustee's deed or to exercise his power herein given under this paragraph.

13. Trustee shall release this trust deed and the loan when released by his successor in title or when he has been paid, and trustee may execute and deliver a release to his successor in title or to any other party having an interest in the property so far as the law permits.

14. Trustee shall release this trust deed and the loan when released by his successor in title or when he has been paid, and trustee may execute and deliver a release to his successor in title or to any other party having an interest in the property so far as the law permits.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon heirs, legatees and all persons claiming under or through him, his successors, assigns, heirs, legatees, executors, administrators, trustees, and all persons claiming under or through them more than one note.

16. Before releasing this trust deed, trustee or successor shall be entitled to reasonable compensation for any other act or service performed under this provision of this Note for his services as trustee or for any other act or service performed under this provision of this Note for his services as trustee or successor.

17. The State of Minnesota shall be entitled to receive a fee as determined by its rate schedule in effect when this instrument is recorded.

becomes damaged or is destroyed; (b) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (c) pays when due any indebtedness which may result from mechanics' or other debts or expenses of the lessee; (d) complies with all reasonable terms of lease agreement; (e) exhibits strict honesty and integrity in conduct of his business or profession; (f) holds up his premises superior to the lessor's, and upon ceasing to do so, returns them in as good condition and repair, without waste, and in conformity with all laws and regulations for such use; (g) complies with all reasonable terms of lease agreement; (h) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (i) observes all reasonable terms of lease agreement; (j) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (k) observes all reasonable terms of lease agreement; (l) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (m) observes all reasonable terms of lease agreement; (n) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (o) observes all reasonable terms of lease agreement; (p) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (q) observes all reasonable terms of lease agreement; (r) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (s) observes all reasonable terms of lease agreement; (t) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (u) observes all reasonable terms of lease agreement; (v) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (w) observes all reasonable terms of lease agreement; (x) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use; (y) observes all reasonable terms of lease agreement; (z) keeps and uses premises in good condition and repair, without waste, and in conformity with all laws and regulations for such use.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED);