



## UNOFFICIAL COPY

## TRUST DEED

771274

COOK COUNTY, ILLINOIS  
FIFTH FLOOR, ROOM 500

CTIC 7

1992 SEP -4 PM 2:59

92662023

R.A.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

238

THIS INDENTURE, made August 31, 1992, between  
Miguel A. Silva and Candida Silva, 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

Seventeen thousand and no/100 (\$17,000.00)

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER.

and delivered, it and by which said Note the Mortgagors promise to pay the said principal sum and interest from Aug 31, 1992 on the balance of principal remaining from time to time unpaid at the rate of 13 percent per annum in instalments (including principal and interest) as follows:

Six hundred sixty six and 77/100 (\$666.77) Dollars or more on the 1st day of Oct. 1992 and six hundred sixty six and 77/100 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 March, 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 16 per annum, and at such 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 Alexander Niemczenko 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 their 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 1 in Block 8 in Carters Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 and 15 and Lots 2, 4 and 5 in Block 17 in Carter's Subdivision of Blocks 1 to 4 and 7 in Clifford's Addition to Chicago, the East 1/2 of the South West 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

1056 N. California, Chicago, Illinois  
16-01-368-007-0000

Prepared by: K. Osga, 535 N. Taylor, Oak Park, IL 60302

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 a 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.

Miguel A. Silva

[ SEAL ]

Candida Silva

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS.

County of Cook

I, the undersigned  
ss.  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT Miguel A. Silva and Candida Silva, his wife

who are personally known to me to be the same person as whose name s are 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  
ALEXANDER NIEMCZENKO  
Notary Public, State of Illinois  
My Commission Expires 12-31-94

Notary Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment  
R. 11/75

Given under my hand and Notarial Seal this 31<sup>st</sup> day of August 1992  
Alexander Niemczenko Notary Public

