



TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 14 1992, between FELIPE SERRANO and GUADALUPE SERRANO, his wife

19 92, between FELIPE SERRANO and

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

SIXTEEN THOUSAND TWO HUNDRED AND NO/100 (\$16,200.00) 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 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) percent per annum in instalments (including principal and interest) as follows:

One Hundred Thirty Seven and 58/100 (\$137.58) Dollars or more on the 1st day of February 19 92 and One Hundred Thirty Seven and 58/100 (\$137.58) 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 January, 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 Ten (10%) 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 JOHN J. HARDEK and ANN MARIE HARDEK in said City, of Palos Park, Illinois

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 Berwyn, COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lot 17 in Block 18 in Frank Eggery's Subdivision of Lots 1 to 24, both inclusive, in Block 18 in Ives and Knight's South Oak Park Subdivision of Blocks 18 and 19, in the Subdivision of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian (except the South 300 acres thereof) In Cook County, Illinois P.I.N. 16-19-109-032-0000; Common Address: 1334 S. Wisconsin Berwyn, IL

THIS TRUST DEED IS SUBORDINATE TO A FIRST MORTGAGE MADE TO HOME SAVINGS OF AMERICA, FSB, in the amount of \$129,600.00

At the option of the holder of the note and obligation hereby secured, and without notice to the mortgagor, all unpaid notes secured by this trust deed shall notwithstanding anything in this deed or in the trust deed to the contrary, become due and payable immediately if the mortgagor, or any person claiming an agreement to convey title, or any other successor, assignee, or the beneficiary or beneficiaries of the trust which holds the note, or the mortgagor or assignee of the beneficial interest therein, shall at any time fail to make any payment on said indebtedness shall not constitute a waiver of the right, as of record, to foreclose, or agreement to convey, encumbrance or assignment of beneficial interest

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 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.

[SEAL] Felipe Serrano [SEAL] [SEAL] Guadalupe Serrano [SEAL]

STATE OF ILLINOIS, I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FELIPE SERRANO AND GUADALUPE SERRANO HIS WIFE

who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

\*\* OFFICIAL SEAL \*\* they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Notary, Pub Given under my hand and Notarial Seal this 14 day of January 19 92.

My Comm: JAMES R. GALLAGHER Notary Public

Notarial Seal Notary Public, State of Illinois Form 807 Trust Deed - Mortgages Secures One Instrument or Note with Interest Included in Payment.

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