

## TRUST DEED

This instrument was prepared by

**TALAN & KITSANES**  
**208 S. LA-SALLE #1600**  
**CHICAGO IL 60604**

UNOFFICIAL COPY

92-383040  
2-8383040

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made MAY 28, 19 92, between  
ANTONIO MONTANO AND ANNA MONTANO, H-W, IN JOINT TENANCY  
hereinafter referred to as "Mortgagors," and LINDA H. KITSANES,  
COOK County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted  
to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered,  
in and by which said Note the Mortgagors promise to pay an Amount Financed of NINETY NINE HUNDRED NINETY NINE DOLLARS  
FOURTEEN CENTS (\$9999.14) Dollars with interest thereon, payable in installments as follows:

TWO HUNDRED SIXTY NINE DOLLARS AND EIGHTY EIGHT CENTS (\$269.88) Dollars or more on the 3rd day  
of JULY, 19 92, and TWO HUNDRED SIXTY FOUR DOLLARS & THIRTY SIX CENTS  
Dollars or more on the same day of each month thereafter, except a final payment of \$264.36 Dollars, until said Agreement  
is fully paid and except that the final payment, if not sooner paid, shall be due on the 3rd day of MAY, 19 97.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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, situated, lying and being in the  
COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

LOT 13 IN BLOCK 10 IN W.F. KAISER'S AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT-OF-WAY), IN COOK COUNTY, ILLINOIS.

TAX ID NO: 19-10-312-013

DEPT-01 RECORDING 23.50  
T-4444 TRAN 9567 06/02/92 10:4:00  
\$2973 + 2-8383040  
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 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,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 purpose, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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.

ANTONIO MONTANO

[SEAL]

ANNA MONTANO

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS, }  
County COOK } SS.

I, ROBERT B. TALAN

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
ANTONIO MONTANO AND ANNA MONTANO, H-W  
who personally known to me to be the same person S whose names S ARE S 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 28th day of MAY, 19 92

Notarial Seal

12-0475 (REV. 8-89)

Robert B. Talan  
Notary Public  
#31

# UNOFFICIAL COPY

PLACE IN RECORDED'S OFFICE BOX NUMBER

FOR RECORDS INDEX PURCHASES  
INSURANCE STREETS ADDRESS OF ABOVEMAIL TO:  
ATTORNEYS AT LAW  
TALAN AND KISSTANES  
208 S. LASALLE ST. #1600  
CHICAGO, ILLINOIS 60604

15. This Trust Fund and all previous expenses incurred to date of this note, will be paid out of the proceeds of the Trust Fund and the balance of the same will be applied to the payment of the principal amount due on this note.

16. Before the date of maturity, the holder of this note may require payment of the principal amount due on this note, and the holder will be entitled to receive payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

17. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

18. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

19. No action for the enforcement of the terms of this note shall be brought before the date of maturity unless the holder has given notice in writing to the party to whom it is addressed, specifying the amount and the time when payment is to be made.

20. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

21. Upon or at any time after the date of maturity, the holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

22. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

23. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

24. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

25. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

26. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

27. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

28. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

29. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

30. The holder of this note may require payment of the principal amount due on this note plus interest thereon at the rate of six percent per annum from the date of maturity to the date of payment.

IN WITNESS WHEREOF, I have signed my name as witness to the execution of this note.