

UNOFFICIAL COPY

25  
20



TRUST DEED FILED FOR RECORD  
774881 93 JUN 16 PM 1:25 93459634

CTTC 1 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 27, 1993 between Rene Garcia, Jr. and Margarita Garcia, 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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Sixty Five Thousand and No/100

(\$65,000.00) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARRR~~ Manufacturers Bank

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on June 1, 1996 with interest thereon from May 27, 1993 until maturity at the rate of 6.25% per annum, payable semi-annually on the 1st day of July, 1993 and 1st Day of each year thereafter all of said principal and interest bearing interest after maturity at the rate of 9.25% per cent 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 Manufacturers Bank, 1200 N. Ashland Avenue, Chicago, IL 60622 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, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 48 in Block 3 in Chicago Heights, Being a Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 40 North, Range 13 East of The Third Principal Meridian, In Cook County, Illinois.

Property Address: 5100 W. Belden Avenue, Chicago, IL 60639  
PIN # 13-33-201-038-0000

If the makers shall sell, assign or transfer any rights, title or interest in the real estate securing this Note or any portion thereof, without the written consent of the holder of this Note, Holder shall have the right at Holder's option to declare all unpaid indebtedness hereunder to be immediately due and payable, anything in this Trust Deed or Note to the contrary notwithstanding.

**THIS IS A SECOND MORTGAGE** and is subject and subordinate to the trust deed dated may 27, 1993 in the amount of \$30,000.00

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.

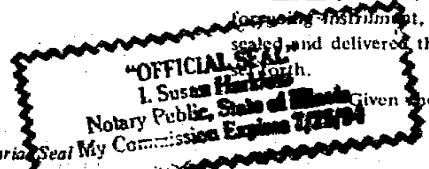
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

*Rene Garcia, Jr.* [SEAL] *Margarita Garcia* [SEAL]  
Rene Garcia, Jr. [SEAL] Margarita Garcia [SEAL]

STATE OF ILLINOIS, )  
County of Cook ) SS. I, The undersigned  
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rene Garcia, Jr. and Margarita Garcia, His Wife

who are personally known to me to be the same person s whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as Their free and voluntary act, for the uses and purposes therein



27th day of May, 19 93  
*I. Susan Harris* Notary Public



UNOFFICIAL COPY

KNOWN ALL MEN BY THESE PRESENTS that Rene Garcia, Jr. and Margarita Garcia, His Wife

Hereinafter called First Party, in consideration of One Dollar (\$1.00), to in hand paid, the receipt whereof is hereby acknowledged, and all other good and valuable considerations, we hereby assign, transfer and set over unto the MANUFACTURERS BANK, An Illinois Corporation, its successors and assigns (hereinafter called the Second Party), as additional security to secure an indebtedness of \$ 65,000.00 due and owing to the MANUFACTURERS BANK, as aforesaid, all of the rents, earnings, income issues and profits of and from the real estate encumbered to secure the indebtedness as aforesaid, of this date and legally described as follows, to wit: Lot 48 in Block 3 in Chicago Heights, Being a Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 40 North, Range 13 East of The Third Principal Meridian, In Cook County, Illinois. Property Address: 5100 W. Belden Avenue, Chicago, IL 60639 PIN # 13-33-201-038-0000

It is the intention hereof to hereby make and establish an absolute transfer and assignment of all leases and agreements and all the rents, earnings, issues, income and profits thereunder arising from the real estate heretofore described and given as security as aforesaid on the indebtedness due and owing to MANUFACTURERS BANK, with the provision, however, that this assignment shall not become operative until a default exists in the payment of principal or interest, or in the performance of the terms and or conditions contained in the documents evidencing the indebtedness due and owing to MANUFACTURERS BANK.

This assignment shall become null and void when the aforesaid indebtedness and liabilities of the undersigned, under the aforesaid documents, shall be paid in full; and the Second Party upon full payment shall cause a Release Deed to be issued on this instrument.

It is understood and agreed that the Second Party shall have the right to manage and operate the real estate and premises and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals replacements, alterations, additions betterments and improvements and all payments which may be made for taxes, assessments insurance and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its Attorneys, Agents, Clerks servants and other employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof.

Given under hand and seal the day and year first above written.

Rene Garcia, Jr.

(SEAL)

Margarita Garcia

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS) SS  
COUNTY OF COOK )

I, The Undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Rene Garcia, Jr. & Margarita Garcia, His Wife are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and an official seal this 27th day of May 1993  
My Commission Expires 7/25/94

[Signature]

93459634

# UNOFFICIAL COPY

RETURN TO:  
MANUFACTURERS BANK  
1200 N. ASHLAND AVE.  
CHICAGO, IL 60622

Property of Cook County Clerk's Office

9345963A