

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

93780880

TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

74-56-858-90-95-4

THIS INDENTURE, made September 17th 1993, between RAUL VELAZQUEZ and VERONICA VELAZQUEZ, 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 One Hundred Thousand and no/100 (\$100,000.00) Dollars,

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 17th, 1993 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:

Eight Hundred and Sixty (\$804.63) and 63/100 Dollars or more on the 17th day of October 1993, and Eight Hundred and Four (\$808.63) and 63/100 Dollars or more on the 17th 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 17th day of September, 1996. 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 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 in said City.

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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:

LOTS 25 AND 26 IN BLOCK 4 IN C.E. WOOLEN'S SUBDIVISION OF 7 1/2 ACRES EAST AND ADJOINING THE WEST 17 1/2 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 19, 20 AND 21 IN BLOCK 4 OF SUBDIVISION OF 7 1/2 ACRES E AND ADJOINING THE WEST 10 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE PLANK ROAD IN COOK COUNTY, ILLINOIS.

c/k/a: 2221 N. Milwaukee Ave., Chicago, Illinois 60647 P.I.N.: 13-36-215-037 & 13-36-215-038

In the event that the property or a beneficial interest in this property which is pledged as security for the Note is sold, assigned or in any other form conveyed, the Borrowers shall be required to immediately pay the outstanding balance on the Note or they shall be considered in default. The Note may be prepaid in whole or in part at any time hereafter, without penalty or premium.

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, heating (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. RAUL VELAZQUEZ (SEAL) VERONICA VELAZQUEZ (SEAL)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Raul Velazquez and Veronica Velazquez, his wife

who 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 that they signed, sealed and delivered the said instrument as their free and

OFFICIAL SEAL Cheryl Ann Nutley Notary Public Cook County, Illinois My Commission Expires 9/10/95

under my hand and Notarial Seal this 17th day of September 1993 Notary Public

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