

UNOFFICIAL COPY

93299310

THE ABOVE SPACE FOR RECORDER'S USE ONLY 93040495

THIS INDENTURE, made APRIL 16TH 1993 between JUAN C. RESTO AND MIRNA RESTO, HIS WIFE AS JOINT TENANTS.

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 6187.26 Dollars,

evidenced by one certain Instalment 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 the sum of 6187.26 including interest in instalments as follows:

of 185.00 Dollars or more on the 21ST day of MAY 1993, and \$185.00 Dollars or more on the same 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 21ST day of APRIL 1997.

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, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 40 IN BLOCK 3 IN WETTERBERG AND GREGOR'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 100 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

P.I.N.: 16 01 404 037

T-0000 TRAN 0774 04/22/93 10:45:00
#5341 * -93-299310
COOK COUNTY RECORDER

93299310

This instrument filed for record By TRU As An Accommodation Only. It has Not Been Examined As To its Execution Or As To its Effect Upon Title.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, incements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (which are pledged pro aequo and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereto 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, stove, 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 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 S and seal S of Mortgagors the day and year first above written:
JUAN C. RESTO (SEAL) MIRNA RESTO (SEAL)

I, CHRISTINE D. BASKIN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JUAN C. RESTO AND MIRNA RESTO, MARRIED who ARE personally known to me to be the same person S 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

voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 16TH day of APRIL, 1993
CHRISTINE D. BASKIN (Signature)
CHRISTINE D. BASKIN (Printed Name)
Notarial Seal
MY COMMISSION EXPIRES 11/8/95

FOR RECORDERS INDEX PURPOSES
INSURE STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

LOAN SERVICES
THE REAL ESTATE

CHICAGO TITLE AND TRUST COMPANY
Identification No. 201111
By *[Signature]*
Assistant Secretary/Assistant Vice President

IMPORTANT!
ON THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Property

1. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

2. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

3. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

4. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

5. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

6. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

7. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

8. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

9. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

10. Mortgages shall be promptly repaid, or if not promptly repaid, the mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage. The mortgagor shall be liable for the amount of the unpaid principal and interest on the mortgage, together with any penalties, costs and expenses, including reasonable attorneys' fees and costs, incurred by the mortgagee in enforcing the mortgage.

01666268