

TRUST DEED

UNOFFICIAL COPY THIS IS A JUNIOR MORTGAGE

771305

9336557

THE ABOVE SPACE FOR RECORDER'S USE ONLY 93050260

THIS INDENTURE, made May 11 1993, between George Sells and Margaret Sells, 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 Lender in the principal sum of \$37585.50 dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to the Lender

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from MAY 11, 1993 on the balance of principal remaining from time to time unpaid at the rate referenced in above referenced Installment Note of the Mortgagors in installments (including principal and interest) as follows:

\$538.97 Dollars or more on the 17 day of MAY 1993, and \$538.97 Dollars or more on the 17 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 17 day of MAY, 2008. All such payments on account of the indebtedness evidenced by said note to be applied to accrued interest charges to the date of payment and then to the unpaid Principal Balance, and all of said principal and interest being made payable to Lender.

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 39 in Block 4 in C. T. Yerke's Subdivision of Blocks 33 to 36, 41 to 44, all inclusive, in the Subdivision of Sections 19, Township 40 North, Range 14, East of the Third Principal Meridian, (except the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof) Tran Cook County Illinois. 7055 # * -93-366533

Common address: 3436 N. Hamilton, Chicago, IL 60618

Mortgage to United Savings of America in the principal amount of \$43,000.00 dated September 22, 1983 and recorded September 26, 1983 as Document No. 26794483 and assigned to Federal Home Loan Mortgage Corp. by document recorded December 15, 1992 as No. 92-087382 Permanent tax number: 14-19-312-027

which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon 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 parly 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, lawn mowers, 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 handS and sealS of Mortgagors the day and year first above written. George Sells [SEAL] Margaret Sells [SEAL] George Sells [SEAL] Margaret Sells [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 George Sells and Margaret Sells, his wife, who are personally known to me to be the same persons 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.

OFFICIAL SEAL MICHAEL A. SUAREZ NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires February 1994

Notarial Seal Michael Suarez Notary Public

Trust Deed - Individual Mortgagor - Secures One Installment Note with interest included in Payment.

2350

