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TRUST DEED

THIS INSTRUMENT PREPARED
BY: SANDI BULMASH
6332 N CENTRAL PARK AVE
CHICAGO, IL 60659

UNOFFICIAL COPY

94415572

THE ABOVE SPACE FOR RECORNER'S USE ONLY

THIS INDENTURE, made APRIL 29 1994, between IVAN G GONZALEZ AND MARIA I. GONZALEZ 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 Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note," NINETY THREE HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS

- in the Total of Payments of \$ 9398.00
- in the Principal Amount of Loan of \$ _____

together with interest on unpaid balances of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on 6/3/97. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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 6 IN BLOCK 5 IN MARQUETTE RIDGE, A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 133 FEET THEREOF) IN COOK COUNTY, ILLINOIS
PIN 19-22-108-029

4416 So. Keating

94415572

DEPT-01 RECORDING \$23.50
 T00011 TRAN 1719 05/09/94 1531100
 #4428 RV *--94--4 15572
 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 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 _____ S. and seal _____ of Mortgagors the day and year first above written:

Ivan Gonzalez (SEAL) *Maria I. Gonzalez* (SEAL)
 IVAN G. GONZALEZ (SEAL) MARIA I. GONZALEZ (SEAL)

STATE OF ILLINOIS
County of COOK

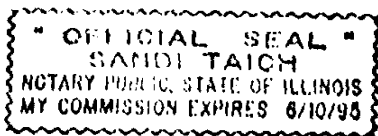
I, SANDI TAICH
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT IVAN G. GONZALEZ AND MARIA I. GONZALEZ

who IS 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 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 29 day of APRIL 19 94.

Sandi Taich Notary Public

Notarial Seal



2350

