



TRUST DEED

782664

UNOFFICIAL COPY

94992441

94992441

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 18th 1994, between JOHN J. NAVARRO, married to SYLVIA NAVARRO, EDWARD L. NAVARRO, a never married person, and MIKE J. NAVARRO, married to CAROLYN M. NAVARRO,

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

FORTY THOUSAND AND 001/00 (\$40,000.00) ----- 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 November 18th, 1994 on the balance of principal remaining from time to time unpaid at the rate of Fifteen percent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED TWELVE AND 33/100 (\$512.33) ----- Dollars or more on the 15th day of December 1994 and FIVE HUNDRED TWELVE AND 33/100 (\$512.33) ----- Dollars or more on the 15th 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 15th day of November, 1999. 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 eighteen percent 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 DE PARA & ASSOCIATES 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 41 IN BLOCK 2 IN B. F. JACOBS SUBDIVISION OF BLOCK 2 IN JOHNSON'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2522 West Cortland Avenue Chicago, Illinois 60647

Property Index Number: 13-36-407-033

THIS DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR ANY OF THE GRANTORS.

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, 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. JOHN J. NAVARRO (SEAL) EDWARD L. NAVARRO (SEAL) MIKE J. NAVARRO (SEAL)

STATE OF ILLINOIS, I, MARIBETH NESBITT, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT John J. Navarro, married to Sylvia Navarro, Edward L. Navarro, a never married person, and Mike J. Navarro, married to Carolyn Navarro, who are personally known to me to be the same person as 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 MARIBETH NESBITT Notary Public State of Illinois MY COMMISSION EXP. JUNE 26, 1995

Given under my hand and Notarial Seal this 18th day of November 1994. Notary Public

Notarial Seal

2350

DOCUMENT PREPARED BY: MANUEL J. DE PARA & ASSOCIATES 134 N. LaSalle Street, Suite 2126 Chicago, IL 60602

RECORDER COUNTY RECORDS DEPT. OF RECORDS 94992441

94992441

2522 West Cortland Avenue

194 N LA SALLE ST, SUITE 2128

FOR RECORDER SHOWS PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

ATTORNEYS AT LAW

MAIL TO

MANUEL J. DE PAHA & ASSOCIATES

NEEDS FILED FOR RECORD

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST AND TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE

Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY

provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through hereinafter given Trustee.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of the County in which the

persons herein designated as makes hereof.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and

9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have

6. Mortgages shall be paid in the order of their priority, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall

5. The Trustee or the holder of the note hereby secured making any payment hereon shall be deemed to have authorized inquiry into the accuracy of such bill,

4. In case of default of the note, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,

2. Mortgages shall pay any general taxes, and shall pay special taxes, special assessments, water charges, sewer

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may

94992441