



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 26 19 95, between Luis Cruz and Maria R. Cruz, 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 Eight Thousand Seven Hundred and no/100 (\$8,700.00)-----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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per cent per annum in instalments (including principal and interest) as follows:

Eighty-Seven and 97/100 (\$83.97)----- Dollars or more on the 1st day of September 19 95, and Eighty-Seven and 97/100 (\$87.97)----- Dollars or more on the 1st 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 1st day of August, 2015. 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 Fifteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, 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 Roy Frase, 1715 Lincoln in said City, Des Plaines, IL

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 those 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 Des Plaines COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 5 in F. M. Kidder's Subdivision of Lots 1, 2, 3, and 4 in Block 2 in Young and Talbot's Subdivision of Lots 1, 2, 3, 5, and 9 in Block 1 in the Subdivision of the West 1/4 of the Southeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois

Property: 1914 N. Rockwell, Chicago, IL  
PIN: 13-36-406-024

See Rider attached for paragraphs 17, 18, and 19.

DEPT-01 RECORDING \$25.00  
T#7777 TRAN 7202 08/15/95 09:07:00  
#2699 # SK # -95-537360  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$22.00

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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.

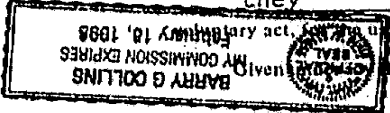
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Luis Cruz (SEAL) X Maria R. Cruz (SEAL)  
[SEAL] [SEAL]

STATE OF ILLINOIS, }  
County of Cook } SS. I, Barry G. Collins  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Luis Cruz and Maria R. Cruz, his wife

who 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



and Notarial Seal this 26th day of July 19 95.

Barry G. Collins Notary Public

Notarial Seal

2500  
22-84700



FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

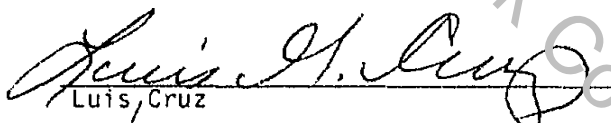
1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep and maintain the buildings and improvements in good condition and repair, without water, and free from mechanical or other liens or claims superior to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to the holders of the note; (d) keep all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

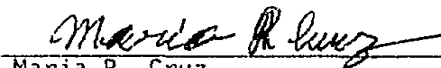
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RIDER ATTACHED TO TRUST DEED DATED JULY 26 1995  
BETWEEN LUIS<sup>5</sup> CRUZ AND MARIA R. CRUZ, HIS WIFE,  
AND CHICAGO TITLE & TRUST COMPANY

17. There shall be a late charge of Ten and no/100 (\$10.00) Dollars for each monthly payment not received by the Fifteenth of each month, and a Two and no/100 (\$2.00) Dollar per day additional late charge for each day thereafter until received, non-payment of which shall constitute a default by the undersigned.
18. In order to provide for the payment of taxes, mortgagors promise to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the mortgagee. Mortgagors promise further, to pay monthly a pro rata share of all future hazard insurance premiums. If the amount estimated to be sufficient to pay said taxes and insurance is not sufficient; mortgagors promise to pay the difference on demand. Mortgagee is authorized to pay said items as charged or billed without further inquiry. The aforesaid monthly payments by mortgagors on taxes and insurance may be carried in a separate tax and insurance account, and shall not bear interest.
19. If said property or any portion thereof shall be sold, conveyed or transferred without the written permission of the mortgagee first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the mortgagee, shall immediately, without notice to anyone, become due and payable.

  
Luis Cruz  
G.

  
Maria R. Cruz

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