

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

No. 206

95638895

November 1994

TRUST DEED (ILLINOIS)
For Use With Note Form No. 1448
(Monthly Payments Including Interest)

95719209

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

108740 GIT am

THIS AGREEMENT, made July 11 19 95,
between PEDRO SANDOVAL AND ESPERANZA SANDOVAL, HIS WIFE
8614 Liberty Grove, Willow Springs, Ill. 60480
Individually and as beneficiaries of American National
Bank and Trust under trust #114014-03
(No. and Street) (City) (State)

DEPT-01 RECORDING \$23.50
T#0014 TRAN 7619 09/21/95 13:43:00
#9263 + JW *-95-638895
COOK COUNTY RECORDER

herein referred to as "Mortgagors," and William G. Pileggi, Trustee
Greater Illinois Title Company
120 North LaSalle, Chicago, Ill. 60602
(No. and Street) (City) (State)

DEPT-01 RECORDING \$23.00
T#0009 TRAN 9596 11/02/95 16:43:00
#2031 + *-95-749209
COOK COUNTY RECORDER

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of \$100,409.84
Dollars, and interest from July 11th, 1995 on the balance of

Above Space for Recorder's Use Only

principal remaining from time to time unpaid at the rate of 10
per cent per annum, such principal sum and interest to be payable in installments as follows: One Thousand (\$1,000.00)

Dollars on the 11th day of August, 1995, and One Thousand (\$1,000.00) Dollars on the 11th day of each and every 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 11th day of January, 1996; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 8 1/2 per cent per annum, and all such payments being made payable at 120 North LaSalle, Chicago, Illinois 60602 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that in the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Willow Springs, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

Parcel 1
Lot 1 in Liberty Grove Subdivision Unit Number 2 in the southwest 1/4 of section 32, township 38 north, Range 12 east of the third principal meridian in Cook County, Illinois.
Parcel 2
Lot 1 in W. L. Dewolf's subdivision of the east 1/2 of the east 33 feet of the west half of block 2 in Reid's subdivision of the west 1/2 of the southeast 1/4 of section 27, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

PIN: 16 27 401 008 Commonly known as: 4323 West 26th St., Chgo, Ill.

41 904 26

Handwritten signature

95638895 95719209

UNOFFICIAL COPY

which, with the property hereinafter described, is referred to herein as the "premises."

18 32 308 018

Permanent Real Estate Index Number(s):

Address(es) of Real Estate: 8614 Liberty Grove, Willow Springs, Illinois

TOGETHER with all improvements, tenements, easements 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4, are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

[Signature] (SEAL) [Signature] (SEAL)
Pedro Sandoval Esperanza Sandoval

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL) (SEAL)

State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

PEDRO SANDOVAL AND ESPERANZA SANDOVAL, HIS WIFE

personally known to me to be the same person as whose name is 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

voluntary act, for the uses and purposes therein set forth, including the release and waiver of _____ of homestead.

Given under my hand and official seal, this 11 day of July 19 95

My commission expires 19

This instrument was prepared by William G. Pileggi 120 North LaSalle St., Suite 800
(Name and Address) Chicago, Illinois 60602

Filed this instrument to _____
(Name and Address)

(City) _____ (State) _____ (Zip Code) _____

OR RECORDER'S OFFICE BOX NO. 116

WGP

PAGE 2 MAIL TO YOU

IMPRESS SEAL HEAD OFFICIAL SEAL WILLIAM G PILEGGI NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 12/31/95

95749209 95538899