

UNOFFICIAL COPY

TRUST DEED

(THIS IS A JUNIOR MORTGAGE)

CTTC Trust Deed 7
Individual Mortgagor
One Installment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

96061158

789546

DEPT-01 RECORDING \$27.00
T#0012 TRAN 8528 01/23/96 12:40:00
49841 + CG *-96-061158
COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made December 21, 19 95, between

CAPITOL BANK AND TRUST, s/c/a #2688
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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of the Notes, in the Total Principal Sum of
--ONE HUNDRED THOUSAND DOLLARS--

DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MELANIE PEREIRA and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 21, 1995 on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum in installments (including principal and interest) as follows: \$1,000.00 Dollars or more on the 21st day of January, 1996 and \$1,000.00 Dollars or more on the 21st 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 21st day of December, 1996. 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 each installment unless paid when due shall result in liquidated damages of:

1. \$ 50.00 PER LATE PAYMENT, or
2. ~~PERCENT OF THE TOTAL MONTHLY PAYMENT, or~~
3. ~~NO LIQUIDATED DAMAGES FOR LATE PAYMENT,~~

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of MELANIE PEREIRA, 2644 N. Washtenaw, #2, Chicago, IL 60647 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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 1, 2, 3 AND 4 IN BLOCK 7 IN HARRIET FARLIN'S SUBDIVISION OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2642-44 N. Washtenaw, Chicago, IL 60647.
P.I.N. 13-25-409-012.

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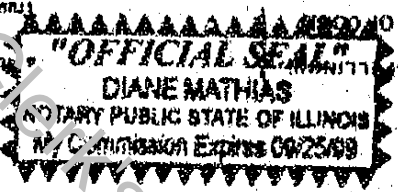
27/15

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THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REMAINED IN ARE... 1. Mortgagee shall (a) promptly repair, remove and rebuild any buildings or improvements... 2. Mortgagee shall pay before any penalty... 3. Mortgagee shall keep all buildings and improvements now or hereafter insured against loss or damage...

Notary Public... I have under my hand and seal this 26th day of Dec. 1995

Notary Public... I have under my hand and seal this 26th day of Dec. 1995



Sharon K. Crowley, Trust Officer... Edward J. Lucas, Trust Officer

By: [Signature] Edward J. Lucas, Trust Officer... CAPTROL BANK, TRUST, CHICAGO, ILLINOIS, as Trustee, as agreed and not personally.

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

WITNESS the hand and seal of Mortgagee the day and year first above written. All of the foregoing are declared to be a part of said real estate... TO HAVE AND TO HOLD the premises unto the next Trustee...

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2642-46 N. Washburn, Chicago, Ill. 60647

JOHN J. LAG
ATTORNEY AT LAW
1555 N. SHEFFIELD
CHICAGO, ILL. 60622

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

(X) Mail To: and prepared by:

[] Recorders Box 333

96061158

CTIC Trust Deed 7, Individual Mortgage One Lienholder, Non Interest included in Trust Deed with CTIC Note 7, Form 807 R.1/95

The principal sum remaining unpaid under the Installment Note, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid, at the election of the Holder of the Note, upon sale or transfer of Mortgagee's interest in the premises, including transfer of the beneficial interest of Mortgagee's trust.

Mortgagee may prepay all or part of any sums due hereunder without penalty.

FOR THE PROTECTION OF BOTH
THE BORROWER AND LENDER
THE INSTALLMENT NOTE SECURED
BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED
FOR RECORD.

BY John J. Lag
Chicago Title and Trust Company, Trustee
Identification No. _____

789546

The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this Trust Deed.

15. This Trust Deed and all provisions hereof shall extend to the binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. Before release of this Trust Deed, Trustee or successor shall receive for his services a fee as determined by his rate schedule in effect when the release deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this Trust Deed.

14. Trustee may register by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

13. This Trust Deed and all provisions hereof shall extend to the binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. Before release of this Trust Deed, Trustee or successor shall receive for his services a fee as determined by his rate schedule in effect when the release deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision of this Trust Deed.