

TRUST DEED
MORTGAGE
(ILLINOIS)

THIS INDENTURE made May 21, 1998 between
Francek Strlek and Deborah Strlek of 1266 Oxford Lane, Hanover Park, Illinois 60103
 herein referred to as "Mortgagor" and **Enrique Nieto and Maria Nieto, of 5359 So. Mozart,
 Chicago, Illinois 60632** herein referred to as "Trustee", witnesseth: That Whereas Mortgagor is
 justly indebted to the legal holder of a principal promissory note, termed "Note", of even date
 wherewith, executed by Mortgagor, made payable to Bearer and delivered, in and by which note
 Mortgagor promises to pay the principal sum of TWENTY THOUSAND and NO/100's
 DOLLARS (\$20,000.00) and interest from May 21, 1998 on the balance of principal
 remaining from time to time unpaid at the rate of 8.00% per cent per annum, such principal sum
 and interest to be payable in installments as follows: Four Hundred Five and 53/100's Dollars
 (\$405.53) on the 21st day of June, 1998 and Four Hundred Five and
 53/100's Dollars (\$405.53) on the 21st day of each month thereafter for a term of 60
 months with a final payment due on May 21, 2003; 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 10% per cent per annum, and all such payments being made
 payable at 5359 So. Mozart, Chicago, Illinois 60632, 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 at 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 (3) 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 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
 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the
 receipt of which is hereby acknowledged, Mortgagor 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 City of

7134

UNOFFICIAL COPY

Chicago, County of Cook, State of Illinois, to wit:

See Legal Description Attached

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

Permanent Real Estate Index Number: 19-24-103-010

Address of Real Estate: 6321 South Whipple St., Chicago, Illinois 60629

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 Mortgagor 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, 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 Mortgagor 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 Mortgagor does hereby expressly release and waive;

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on page four 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 date and year first above written.

 (Seal)

Francek Strlek

 (Seal)

Deborah Strlek

UNOFFICIAL COPY

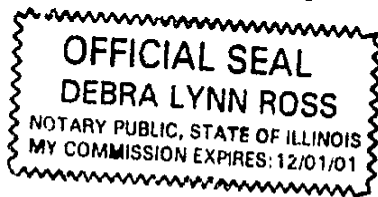
Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois, County of Cook, ss: I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Francek Strlek and Deborah Strlek**, personally known to me to be the same persons whose names are subscribed to the forgoing 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, including the release and waiver of the right of homestead.

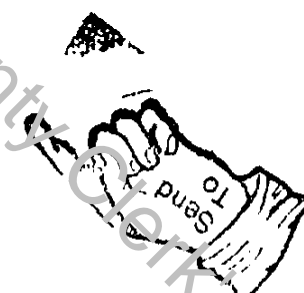
Given under my hand and official seal this 21st Day of May, 1998.

Commission expires: 12/01/01



This Instrument prepared by: Keith M. Tracy
1699 E. Woodfield Rd. #550
Schaumburg, Illinois 60173
847/517-2929

Mail this instrument to: Enrique and Maria Nieto
5359 So. Mozart
Chicago, Illinois 60632



Lots 43 & 44 in Block in East Chicago Ham
being Campbells Sub. of the North 1/2 of the
Northwest 1/4 of the Northwest 1/4 of Sec. 24
Township 38 North, Range 13, East of the
3rd Principal Meridian, in Cook County, Ill.

UNOFFICIAL COPY

Property of Cook County Clerk's Office