

## TRUST DEED

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5-15-2004 12:22 061 1998-01-09 14:01:13  
Cook County Recorder 46,50

CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 30

1997, between RITA ALVAREZ, an

unmarried woman,

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 \$40,165.82

Forty Thousand One Hundred Sixty Five and 82/100

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 September 30, 1997 on the balance of principal remaining from time to time unpaid at the rate of 7.75 percent per annum in instalments (including principal and interest) as follows:

\$287.75 (Two Hundred Eighty Seven and 75/100) Dollars or more on the 32<sup>nd</sup> day of October 1997 and \$287.75 (Two Hundred Eighty Seven & 75/100) Dollars or more on the 30<sup>th</sup> 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 30<sup>th</sup> day of September 2027 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 7.75 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 Lita H. Brody, Attorney in said City, Chicago, Illinois 60604 at 53 W. Jackson, Suite 625

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 11 in Block 36 in Ironworkers' Addition to South Chicago, being a Subdivision of the South fractional 1/2 of fractional Section 8, Township 37 North, Range 15, West of the Third Principal Meridian, in Cook County, Illinois.

More commonly known as 10526 S. Avenue J, Chicago, Illinois 60617-6225

P.I.N. Number : 26-08-330-031

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, indoor beds, awnings, stoves and space 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 a 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.

*Rita Alvarez*

RITA ALVAREZ

[ SEAL ]

[ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

I, MATILDA RODRIGUEZ,County of Cook

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Rita Alvarez

who is personally known to me to be the same person \_\_\_\_\_ whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
MATILDA RODRIGUEZ

Notary Public Cook County, Illinois  
My Commission Expires Jan. 12, 1998

5 day of January 1998.

*Matilda Rodriguez*  
Notary Public

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POW RECORDS & INDEX PURPOSES  
NSERET STREET ADDRESS OF ABOVE  
CARTWRIGHT PROPERTY HERE

DEED IS FILED FOR RECORD  
AND TRUST COMPANY, TRUSTEE, BEFORE THE ILLINOIS  
TRUST DEED SHOULD BE DEFECTED BY CHICAGO TITLE  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
IMPORATANT!  
RECEIPT NO. 503831

12. Trustee has no duty to examine the title, location, existence or condition of the premises for purposes.

11. Future in the party members of the more shall have the right to impact the pretences at all reasonable times and access the services of the party members in any reasonable manner.

Similarly, the introduction of reclassification, whenever limited to a minimum number of categories, would be limited in such cases to collect such terms, issues and all other powers which may be necessary to the performance of such functions, as far as the law permits.

repercussions of a series of actions; and the consequences of such actions, in turn, are dependent upon the nature of the action, as well as the particular circumstances in which it occurs.

**8. The proceeds of any forfeiture under the terms hereof will be distributed among such items mentioned in the following paragraph.**

the decrease for travel expenses, fees, supplies and equipment will be paid at the rate of 100% of the total amount of travel expenses or holders of travel expenses of the note for all amounts less than \$1000. When the note is indorsed, the holder will be paid at the rate of 100% of the total amount of travel expenses or holders of travel expenses of the note for all amounts less than \$1000. If the note is indorsed, the holder will be paid at the rate of 100% of the total amount of travel expenses or holders of travel expenses of the note for all amounts less than \$1000.

marking performance of any other instrument of the metronome family is determined by the note value of the note on the metronome.

3. The transfer of the borders of the state hereby created and any permanent authority relating to taxes or revenues and any other power of taxation.

the government's role in the economy has been reduced to a minimum. The market mechanism has been given free play, and the rôle of the state has been limited to the protection of private property and the maintenance of law and order.

reduced initial policies, not less than ten days prior to the respective dates of expiration.

Highly-taxed oil companies (and domestic) where the sender is required by law to have its loans to insured under policies provided by the government.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, specific assessments, water charges, and other charges before the principal mortgagees shall pay in full under their respective mortgages.

of claims for loss not expressly disclaimed to the lessor hereof, and upon payment thereto, the lessee shall have no further liability for any damages which may be sustained by him in respect of the premises or the equipment, except as set forth in the lease.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS FORM ARE INCORPORATED IN THIS AGREEMENT.

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 1/9 1998

Signature:

*John P. Murphy*  
Grantor or Agent

Subscribed and sworn to before

me by the said John P. Murphy  
this 9 day of January 1998

*John P. Murphy, Notary Public*  
Notary Public

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or a foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 1/9 1998

Signature:

*Robert Pace, Esq., Attorney*  
Grantee or Agent

Subscribed and sworn to before

me by the said Robert Pace, Esq.  
this 9 day of January 1998.

*Robert Pace, Esq., Notary Public*  
Notary Public

**NOTE:** Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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