

Trust Deed

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Cook County Recorder 23.50



99743160

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE**

THIS INDENTURE made July 26, 1999 between FRANCISCO J. SANABRIA, herein referred to as "Mortgagors" and PAUL P. HARRIS herein referred to as "Trustee" witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, of even date herewith, executed by Mortgagors, made payable to HARRIS LOAN & MORTGAGE CORP. 1701 S. First Ave., Maywood, IL 60153 and delivered in and by which note Mortgagors promise to pay the principal sum of FOUR THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS AND 98/100---(\$4,398.98) Dollars and interest as specified in Promissory Note from July 26, 1999 to be payable in installments as follows: FOUR HUNDRED TWENTY SIX DOLLARS AND 14/100 (\$426.14) Dollars on the 30th day of August, 1999, and FOUR HUNDRED TWENTY SIX DOLLARS AND 14/100 (\$426.14) Dollars on the 30th day of each and every month thereafter until said note is fully paid. All such payments on account of the indebtedness evidenced by said note, to the extent not paid when due, to bear interest after the date for payment thereof at the rate as specified in Promissory Note and all such payments being made payable at: 1701 S. First Ave., #308, Maywood, IL 60153 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 herein contained, 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 CITY OF CHICAGO and COUNTY OF COOK and STATE OF ILLINOIS, to wit:

THE NORTH 1 / 2 OF LOT 37 AND ALL OF LOT 38 IN BLOCK 193 IN SOUTH CHICAGO SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PART OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTIONS 12, 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 10317 S. HOXIE AVENUE

Permanent Index Number: 25-12-439-001

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

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, indoor 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.

THIS TRUST DEED further secures any additional advances made by the Holders of the Note to the Mortgagors or their successors in title, prior to the cancellation of this Trust Deed, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this Indenture shall not at any time secure outstanding principle obligations for more than Two Hundred Thousand (\$200,000) Dollars plus advances that may be made for the protection of the security as herein contained; it is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Holders of the Note within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made; all such future advances so made shall be liens and shall be secured by this Indenture equally and to the same extent as the amount originally advanced on the security of this Indenture, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

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

This Trust Deed consists of 4 pages. The covenants, conditions and provisions appearing on pages 2 through 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.

____ (Seal) Francisco J. Sanabria (Seal)
FRANCISCO J. SANABRIA
 _____ (Seal) _____ (Seal)

State of Illinois)
) SS

County of Cook)

I, the undersigned a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that FRANCISCO J. SANABRIA people personally known to me to be the same person(s) whose name(s) 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 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 26th day of July,
 (Seal)

OFFICIAL SEAL
 YOLANDA I. MARTINEZ
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 3-31-2002

Yolanda I. Martinez
 Notary Public

This instrument was prepared by Paul P. Harris, 1701 S. First Ave. #300, Maywood, IL 60153
 MAIL TO: HARRIS LOAN & MORTGAGE CORP.

1701 S. FIRST AVE. #300, MAYWOOD, IL 60153

