



## UNOFFICIAL COPY

TRUST DEED

22767

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 2nd Day of February 1988, between Juan Flores *MARRIED TO* Carolina Flores  
 Juan Manuel Avila, *MARRIED TO MARIANALE AVILA*

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 hereinabove described, said holder or holders being herein referred to as Holders of the Note, in the principal sum of FIFTEEN THOUSAND (\$15,000.00) -----

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF LARER

delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from ----- on the balance of principal remaining from time to time unpaid at the rate of ----- per cent per annum in instalments (including principal and interest) as follows:

FIFTEEN THOUSAND (\$15,000.00) -----

Dollars or more on the day

of 19, and Dollars or more on the day of each 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 31st day of DECEMBER 1988. 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 ----- 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 RICARDO OROZCO AND MACRINA OROZCO 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 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:

26-05-302-012-0000  
 THAT PART OF LOT 19 LYING NORTHWESTERLY OF A LINE COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 19 9.2 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 19; THENCE NORTHEASTERLY ON LINE 20.5 FEET TO ITS INTERSECTION WITH A LINE 24.7 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 19; THENCE ALONG SAID LINE 24.7 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 19 A DISTANCE OF 106.54 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 19 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF FRACTIONAL SECTION 5, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND EAST OF EWING AVE. IN COOK COUNTY, 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 water 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 as 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.

*Juan Jose Flores* | SEAL | *Juan Manuel Avila* | SEAL |  
 JUAN FLORES | SEAL | JUAN MANUEL AVILA | SEAL |

STATE OF ILLINOIS,

County of COOK

SS. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JUAN FLORES AND JUAN MANUEL AVILA, *MARRIED TO* *marijuana Avila* *marijuana Flores* who ARE personally known to me to be the same person as whose names 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.

OFFICIAL SEAL  
 MICHAEL A. ROMAN  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMD. EXP. FEB 11, 1989

Given under my hand and Notarial Seal this 3rd day of FEBRUARY 19 88.

*Michael A. Roman* Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

R. 11/75

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PLACE IN RECORDS OF FEDERAL GOVERNMENT

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