

UNOFFICIAL COPY



TRUST DEED

THIS INSTRUMENT WAS PREPARED BY
PHILIP K. GORDON, ATTY. AT LAW
809 WEST 35th STREET
CHICAGO, ILL. 60609

3781488

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 22, 1989, between

BARTOLOME MACEDO and JUDY MACEDO, his wife

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

THIRTY-NINE THOUSAND-FIVE HUNDRED & NO/100ths (\$39,500.00)-----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 March 22, 1989 on the balance of principal remaining from time to time unpaid at the rate of 12.5% per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED-EIGHTY-SIX & 87/100ths (\$486.87)-----Dollars or more on the 22nd day of April 1989 and FOUR HUNDRED-EIGHTY-SIX & 87/100ths (\$486.87)-----Dollars or more on the 22nd 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 22nd day of March, 1992. 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 12.5% 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 DISTRICT NATIONAL BANK 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:

The North 1 1/2 feet of Lot 23 and Lot 24 (Except the North 7 1/2 feet thereof) in Block 2 in W. H. Rang's Subdivision of that part of the North East 1/4 of the South East 1/4 of the North East 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of Grand Trunk Railroad, (ADDRESS: 4951 S. Campbell Avenue - Chgo, IL PIN: 19-12-215-012-0000) (P)

This Trust Deed shall further secure performance of other agreements in said note which are hereby incorporated herein and made part hereof, and which provide among other things for additional monthly payments for tax and insurance escrow.

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 tenns, 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 thereon or thereo used for supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including a partial restriction the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator covers, 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 on 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, to have, for the purposes, and upon the uses and trusts herein set forth, free from all taxes 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 of Bartolome Macedo and seal of Judy A. Macedo of Mortgagors the day and year first above written.

STATE OF ILLINOIS } PHILIP F. GORDON
County of COOK } ss Notary Public in and for the County of Cook, in the State aforesaid, DO HEREBY CERTIFY THAT BARTOLOME MACEDO and JUDY MACEDO, his wife

" OFFICIAL SEAL PHILIP K. GORDON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/1/92 Personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of March 19 89 [Signature] Notary Public

7-88-10-82

NOTARY PUBLIC

3781488

UNOFFICIAL COPY

MAIL TO: PHILIP K. GORDON, 809 West 35th Street, Chicago, Illinois, 60600

FOR THE ORDERER'S INDEX PURPOSES, INSURE STREET ADDRESS OF ABOVE

CHICAGO TRUST AND TRUST COMPANY, Identification No.

3781488 UNOFFICIAL COPY FOR THE PROTECTION OF BOTH THE BORROWER AND LENDERS THE ASSAULT NOT STATED BY THIS TRUST INSTRUMENT PRESENT BROUGHT FOR THE TRUST

1. Mortgages shall not be subject to any... 2. Mortgages and other charges against the premises... 3. Mortgages shall not be subject to any... 4. The Trustee shall not be liable... 5. The Trustee shall not be liable... 6. The Trustee shall not be liable... 7. The Trustee shall not be liable... 8. The Trustee shall not be liable... 9. The Trustee shall not be liable... 10. The Trustee shall not be liable...

3781488

5911922