



198843 TRUST DEED

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3785546

Adolfo Barragan

ETTC 7

THE ABOVE SPACES FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 8 1989, between SERGIO OCHOA and LUCILA OCHOA his wife and JESUS RODRIGUEZ and MARIA RODRIGUEZ, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, having its principal office 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

TWENTY FIVE THOUSAND AND NO/100-----(\$25,000.00)-----

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 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:

Twenty Five Thousand Dollars and no/100 on May 1, 1993

\_\_\_\_\_ Dollars or more on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and 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 \_\_\_\_\_ day of \_\_\_\_\_ 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 Cook County Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then in the office of \_\_\_\_\_ holder 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, the Mortgagors do hereby grant, sell 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 One Hundred Twenty Nine in Edwin R. Fay's 31st Street Resubdivision of Part of the North West Quarter of the Northwest Quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P. L. # 16-35-110-034-0000  
Area: 3240 S. AVEES  
west Chicago township

which, with the property hereinafter described, is referred to here as the "premises," TOGETHER with all improvements, accessories, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof (so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with all real estate and all accessories, equipment or articles now or hereafter therein or thereon used to supply heat, gas, oil or kerosene, 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 covering, inlaid beds, cupboards, ranges 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 appurtenances, improvements 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.

DO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and conditions herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which the 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 \_\_\_\_\_ and seal of \_\_\_\_\_ of Mortgagors the day and year first above written.

JESUS RODRIGUEZ (SEAL) MARIA RODRIGUEZ (SEAL)

STATE OF ILLINOIS, I, Christine Kieczorek

County of Cook ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sergio Ochoa and Lucila Ochoa, his wife and Jesus Rodriguez and Maria Rodriguez, his wife

who are personally known to me to be the same persons, 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.

Notary Public, State of Illinois, under my hand and Notarial Seal this 8th day of April 1989.

Christine Kieczorek Notary Public

Form 897 Trust Deed - Individual Mortgagor - Secured One Instalment Note with interest included in Payment.

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NOTICE SECTION

UNOFFICIAL COPY

PLACE IN RECORDED OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIPTION OF PROPERTY HEREIN

MAY 10 1969  
HAYES, WILLIAMOS & VETALDE  
1624 West 19th Street  
Chicago, Ill 60616

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTANT MORTGAGE AGREEMENT AND TRUST DEED SHALL BE PRINTED BY CHICAGO TITLE MORTGAGE TRUST COMPANY  
69 APR 12 PM 3:40  
CHICAGO TITLE MORTGAGE TRUST COMPANY

The Borrower shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter owned by the Borrower or any person claiming an interest therein which may be damaged or destroyed by fire, explosion, lightning, riot, insurrection, or other means, and shall pay for the cost of repair, restoration, rebuilding or replacement of such building or improvement in full under the terms of the policy provided by the Borrower, but not less than the amount of the actual loss sustained, less the deductible, and the amount of any claim shall be paid by the Borrower within sixty (60) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy, but in no event less than thirty (30) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy.

1. The Borrower shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter owned by the Borrower or any person claiming an interest therein which may be damaged or destroyed by fire, explosion, lightning, riot, insurrection, or other means, and shall pay for the cost of repair, restoration, rebuilding or replacement of such building or improvement in full under the terms of the policy provided by the Borrower, but not less than the amount of the actual loss sustained, less the deductible, and the amount of any claim shall be paid by the Borrower within sixty (60) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy, but in no event less than thirty (30) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy.

2. The Borrower shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter owned by the Borrower or any person claiming an interest therein which may be damaged or destroyed by fire, explosion, lightning, riot, insurrection, or other means, and shall pay for the cost of repair, restoration, rebuilding or replacement of such building or improvement in full under the terms of the policy provided by the Borrower, but not less than the amount of the actual loss sustained, less the deductible, and the amount of any claim shall be paid by the Borrower within sixty (60) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy, but in no event less than thirty (30) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy.

3. The Borrower shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter owned by the Borrower or any person claiming an interest therein which may be damaged or destroyed by fire, explosion, lightning, riot, insurrection, or other means, and shall pay for the cost of repair, restoration, rebuilding or replacement of such building or improvement in full under the terms of the policy provided by the Borrower, but not less than the amount of the actual loss sustained, less the deductible, and the amount of any claim shall be paid by the Borrower within sixty (60) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy, but in no event less than thirty (30) days after the date of the fire, explosion, lightning, riot, insurrection, or other means, or such shorter period as may be required by the insurance policy.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)