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TRUST DEED (ILLINOIS)

For Use With Note Form No. 1448
(Monthly Payments Including Interest)

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THIS AGREEMENT, made January 05, 2004, between Enrique Silva and Enrique Silva A/K/A Enrique Silva Jr.
1638 North 43rd Avenue Stone Park,
Illinois
(No. and Street) (City) (State)

RECORDER'S STAMP (DO NOT TYPE IN THIS BOX)



Doc#: 0407812083
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 03/18/2004 03:21 PM Pg: 1 of 2

herein referred to as "Mortgagors," and Norm's Heating & Air Conditioning, Inc., 1918 Main Street, Melrose Park, Illinois, 60160, herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which more Mortgagors promise to pay the principal sum of Three Thousand Fifty and 00/100 Dollars, and interest from 01/05/04 on the balance of principal remaining from time to time unpaid at the rate of 28.00 percent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Twenty-Six and 15/100 Dollars on the 30th day of February, 2004, and One Hundred Twenty-Six and 15/100 Dollars on the 30th day of each and every 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 30th day of January, 2007; and such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 28.00 percent per annum, and all such payments being made payable at Norm's Heating & Air Conditioning, Inc., 1918 Main Street, Melrose Park, IL 60160 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 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 this Trust Deed, and the performance of the covenants and agreement 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 Stone Park, COUNTY OF Cook IN STATE OF ILLINOIS, to wit: Lot 127 in Mills and Sons Meadowcreek, a Subdivision of the South 3/8 of the East 1/2 of the Northwest 1/4 of that Part of the East 1/2 of the Southeast 1/4 (Except the West 1/2 of the West 1/2 Thereof) Lying North of Lake Street, all in Section 5, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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

Permanent Index Number(s): 15-05-205-020
Property Address: 1638 North 43rd Avenue Stone Park, IL 60165

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

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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, inador 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.

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.

The name of a record owner is: Enrique Silva and Enrique Silva A/K/A Enrique Silva Jr.

This Trust Deed consists of four pages. The covenants and provisions appearing on pages 3 and 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 be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Enrique Silva Enrique Silva (Seal) Enrique Silva Jr. Enrique Silva (Seal)
Silvia Silva (Seal) Enrique Silva (Seal)

STATE OF ILLINOIS) ss.
COUNTY OF Cook)

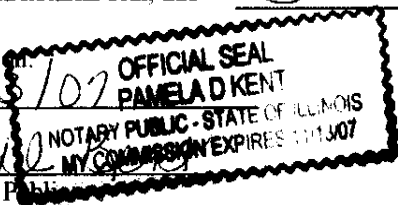
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Enrique Silva and Enrique Silva A/K/A Enrique Silva Jr.

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 he/she signed, sealed and delivered the instrument as his/her 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 notarial seal, this 5th day of January 20 07

My commission expires on: 11/13/07
Date:

Pamela D Kent
Notary Public



NAME AND ADDRESS OF PREPARER:
Norm's Heating & Air Conditioning, Inc.
1918 Main Street
Melrose Park, Illinois 60160

MAIL THIS INSTRUMENT TO:
Norm's Heating & Air Conditioning, Inc.
1918 Main Street
Melrose Park, Illinois 60160

OR RECORDER'S OFFICE BOX NO. _____