



TRUST DEED

555713

Form 607 Rev. 5-62



THE ABOVE SPACE FOR RECORDERS USE ONLY

1972 DEC 29 AM 10 14
DEC-29-72 555265 R 22170992 A -- Rec 5.00
22 170 992

THIS INDENTURE, made December 22, 1972, between JON CRISTOFER MILLER and LIENG MILLER, 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 holder or holders of the Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twenty-five Hundred and no/100ths (\$2,500.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF F.M.R.

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7% per cent per annum in instalments as follows:

Seventy-seven and 20/100ths (\$77.20) Dollars on the 22nd day of July 1973 and Seventy-seven and 20/100ths (\$77.20) Dollars 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 June 1976.

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 of principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent 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 home of Alfred J. Shute, 5950 N. Kenneth, Chicago, Illinois 60646.

NOW, THEREFORE, the Mortgagors to secure the payment of the 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 East half of Lot 397 in Block 14 in Austin's Second Addition to Austinville, being a Subdivision of the West half of the South East Quarter and the West half of the North East Quarter (except the East 15 acres in the North half of the West half of the North East Quarter and Railroad right of way) in Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois-----

* In addition to the monthly payments provided for in the above described Instalment Note the makers agree to pay \$87.50 on June 22, 1973 to cover accrued interest due to said date.

THIS IS A PART PURCHASE MONEY SECOND MORTGAGE TRUST DEED WHICH IS SUBJECT TO THE MORTGAGE DATED DECEMBER 9, 1972 AND RECORDED AS DOCUMENT #215403 ON DECEMBER 12, 1972, MADE BY JON CRISTOFER MILLER AND LIENG MILLER, HIS WIFE, TO ST. PAUL FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO TO SECURE A NOTE FOR \$25,000.00.

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 the soil 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, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, and shades, storm doors and windows, floor coverings, inador 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.

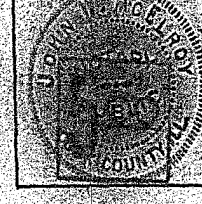
[SEAL] Jon Cristofer Miller [SEAL]
[SEAL] Lieng Miller [SEAL]

STATE OF ILLINOIS
County Cook
I, John W. Muller, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jon Cristofer Miller and Lieng Miller, 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 22nd day of December A.D. 1972.

John W. Muller
Notary Public



22170992

