

TRUST DEED AND NOTE

25722026

THIS INSTRUMENT WITNESSETH, That the undersigned as grantors, of Chicago County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to PEERLESS FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO of Chicago County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois to wit:

PARCEL 1:

Unit No. 1404 as delineated on survey of the following described Parcel of real estate (hereinafter referred to as Parcel):

That part of Lot Six (6) in the Assessor's Division of Lots One (1) and Two (2) in the Subdivision by the City of Chicago of the East fractional Half (1/2) of Section Twenty Eight (28), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, which lies between the East line of North Sheridan Road (formerly Lake View Avenue) on the West and the West line of North Commonwealth Avenue on the East (excepting therefrom that part lying North of a straight line drawn from a point on the East line of said North Sheridan Road which is 226 feet 4 3/16 inches North of the North line of West Diversey Parkway to a point on the West line of said North Commonwealth Avenue which is 227 feet 10 inches North of the North line of said West Diversey Parkway): also that part of Lot Seven (7) in said Assessor's Division which lies between the East line of North Sheridan Road (formerly Lake View Avenue), on the West, the West line of North Commonwealth Avenue on the East and the North line of West Diversey Parkway on the South, all in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 1139, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 23400546, together with an undivided .253 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey).

ALSO

PARCEL 2:

Easement to construct, use and maintain party wall together with wooden piles and concrete footings, such piles and footings to extend not more than 3 feet 6 inches upon the hereinafter described land, as created by Party Wall agreement dated January 3, 1956, and recorded June 17, 1957, as Document number 16931983, the center of said Party Wall commencing approximately 22 feet West of the East Lot line and extending 126 feet along the boundary line between above Parcel 1 and land described as follows: That part of Lots Five (5) and Six (6) in Assessor's Division of Lots One (1) and Two (2) in the Subdivision by the City of Chicago of the East fractional Half (1/2) of Section Twenty Eight (28), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian, which lies between Sheridan Road (formerly Lake View Avenue) on the West, Commonwealth Avenue on the East (excepting therefrom that part lying South of a straight line drawn from a point on the East line of said North Sheridan Road which is 228 feet 4 3/16 inches North of the North line of West Diversey Parkway to a point on the West line of said North Commonwealth Avenue which is 227 feet 10 inches North of the North line of said West Diversey Parkway and said straight line produced West to the Center line of said North Sheridan Road and produced East to the Center line of said North Commonwealth Avenue) in Cook County, Illinois.*****

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Property of Cook County

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 7% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to-wit: \$ 14,248.80 December 30, Ten (10) years after date for value received I (we) promise to pay to the order of Peerless Federal Savings and Loan Association of Chicago the sum of Fourteen Thousand Two Hundred Forty Eight and 80/100 Dollars at the office of the legal holder of this instrument with interest at 14.51 per cent per annum after date hereof until paid.

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then Chicago Title and Trust Company of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 30th day of December 19 80

Alan D. Lakin (SEAL) Sandra Weissman Lakin

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1980 DEC 31 AM 10:32

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DEC-31-80 3 8 7 9 0 6

STATE OF Illinois)
 COUNTY OF Cook) ss.

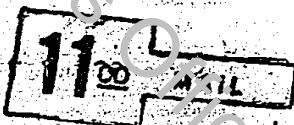
I, Susan Lynn Sesso, a Notary Public in and for said County; in the State aforesaid, DO HEREBY CERTIFY that Alan D. Lakin and Sandra Weissman Lakin, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and 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 30th day of December, 1980

Susan Lynn Sesso
 Susan Lynn Sesso Notary Public

April 9, 1983

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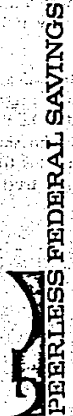
Trust Deed and Note

Alan D. Lakin and
 Sandra Weissman Lakin, his wife

TO

330 W. Diversey Parkway Unit #1404
 Chicago, Illinois 60657

Mexy Tech
 THIS INSTRUMENT WAS PREPARED BY:
 SUSAN LYNN SESSO
 PEERLESS FEDERAL SAVINGS AND
 LOAN ASSOCIATION OF CHICAGO
 4930 NORTH MILWAUKEE AVENUE
 CHICAGO, ILLINOIS 60630



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 4930 NORTH MILWAUKEE AVENUE
 CHICAGO, ILLINOIS 60630

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