

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

This document was prepared by Ursel Stern, 1525 East 53rd Street, Chicago, Illinois THIS INSTRUMENT, made August 4, 1979, between Daniel Meyer and Kimberly Meyer, his wife, herein referred to as "Mortgagor", and

HYDE PARK BANK 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 hereinafter described, said legal holder or holder being herein referred to as Holders of this Note, in the principal sum of FIFTY-SEVEN THOUSAND TWO HUNDRED and NO/100 (\$57,200.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments as follows: FIVE HUNDRED FORTY and 08/100 (\$540.08)

Dollars on the 1st day of October, 1979* and FIVE HUNDRED FORTY and 08/100 (540.08)

Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September, 2004. 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 10.75% 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 HYDE PARK BANK AND TRUST COMPANY in said City.

Interest from date of disbursement will be added to first payment. NOW, THEREFORE, the Mortgagors to secure 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 COUNTY OF COOK AND STATE OF ILLINOIS,

to wit:

Unit 5, as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lot 19 in Block 2 in East End Subdivision in Sections 12 and 13, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Ivan Kosic and Kathy Kosic, his wife, recorded in the Office of Recorder of Deeds of Cook County, Illinois, as Document Number 24589204; together with its percentage interest in the common elements, all in Cook County, Illinois

10.00

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

TOGETHER with all improvements, tenements, equipments, fixtures, 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 are pledged primarily and on a parity with said real estate and not secondarily), or all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether in single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inodor 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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) (SEAL)

Daniel Meyer (SEAL) Kimberly Meyer (SEAL)

STATE OF ILLINOIS, County of Cook

Jessye L. Trotter

SS. I, Jessye L. Trotter, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel Meyer and Kimberly Meyer, 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 4th day of August, A. D. 1979

Jessye L. Trotter Notary Public

