

TRUST DEED

26638955

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 3, 1983, between Ernest E. Haugwitz and Regina Lynn Haugwitz (Jr.)

herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, 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 referred to as said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Ten Thousand Seven Hundred Ninety Dollars & 00/100 (\$10,790.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest thereon the balance of principal remaining from time to time unpaid at the rate of * percent per annum in instalments as follows: Two Hundred Forty Eight Dollars & 25/100

Dollars on the 3rd day of July 19 83 and Two Hundred Forty Eight Dollars & 25/100 Dollars on the 3rd day of each month thereafter until said note is fully paid except that the interest of principal and interest, if not sooner paid, shall be due on the 3rd day of June, 1988

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal sum and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of * percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, covenants and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors, do hereby give, sell, convey and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents CONVEY, WARRANT, ASSIGN, and also unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, together with all being in the Village of Rosemont COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot 1 in Haugwitz Resubdivision of the South 1/2 of Lots 14 to 17 both inclusive (excepting from said lots the South 33 feet as measured at right angles to the South line thereof) in Frederick H. Bartlett's Higgins Road Farms, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 33, Township 41 North, and part of the East 1/2 of the West 1/2 of Section 4, Township 40 North all in Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 8, 1938 as Document No. 12246559 in Cook County, Illinois.

* Prime plus 3.0% adjustable January 1, April 1, July 1, October 1, of each year Prime being the highest prime rate published in the Wall Street Journal per money column section:

This document was prepared for Northwest Commerce Bank by Valerie A. Godfrey

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

TOGETHER with all improvements, tenements, emements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon, and during all such times as Mortgagors may be entitled thereto (which are divided primarily and on a parity with and not exceeding the rights, unduly, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, electric power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) boilers, windows, doors, shutters, blinds, sills and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are deemed to be a part of the premises, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter added to the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

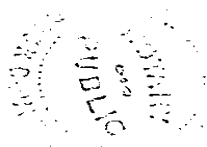
To HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.

Ernest Haugwitz Jr. [SEAL] Regina Lynn Haugwitz [SEAL]

STATE OF ILLINOIS I, Doris Urbaniak a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Ernst Haugwitz, Jr. and Regina Lynn Haugwitz



who are personally known to me to be the same person(s) whose name(s) 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 8th day of June A. D. 19 83

[Signature of Notary Public]

