

TRUST DEED

26 652 153

THE ABOVE SPACE FOR RECORDERS USE ONLY

JUN 21 69 13 569 D

THIS INDENTURE, made June 15 19 83, between  
 RICHARD HIMMEL and ELINOR HIMMEL, his wife  
 herein referred to as "Mortgagors," and  
 AMALGAMATED TRUST & SAVINGS BANK  
 an Illinois banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:  
 THAT, WHEREBY 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  
 Four Hundred Thousand and 00/100-----Dollars (\$400,000.00)  
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of  
 AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the  
 Mortgagors promise to pay said principal sum plus simple interest from date of disbursement  
 at the rate of \* per cent per annum in instalments of principal and interest as follows:  
 INTEREST ONLY-----Dollars (\$-----),  
 on the 15th day of July 19 83 and a like amount of money  
 on the 15th 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 15th day of June 19 84  
 and the principal of each instalment unless paid when due shall bear interest at the rate of \*\* 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 office of AMALGAMATED TRUST & SAVINGS BANK in said City.

NOW, THEREFORE, the Mortgagors to secure the 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 9, 10 and 11 in Block 15 in Newberry's Addition to Chicago in the East Half of the West Half of the North East Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

10.00

\*Prime plus 1/2 of 1%  
 \*\*Prime plus 4%

COOK COUNTY, ILLINOIS  
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*Elinor Himmel*  
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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 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) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window 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.  
*Richard Himmel* [SEAL] ..... *Elinor Himmel* [SEAL]  
 Richard Himmel [SEAL] ..... Elinor Himmel [SEAL]

STATE OF ILLINOIS. } 1. Joseph L. Mack  
 } 2. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 County of Cook } Richard Himmel and Elinor Himmel, his wife

who 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 15th day of June A.D. 1983  
*Joseph L. Mack*  
 Notary Public.

