

TRUST DEED

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26364954

This document prepared by: Lynne Krokidas, 1525 E. 53rd st. Chicago, Ill.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 3, 1982, between Hans W. Morsbach and Katherine Morsbach, his wife, HYDE PARK BANK AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagee is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of Seventy five thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgageors of even date herewith, made payable to HYDE PARK BANK AND TRUST COMPANY, and delivered, in and by which said Note the Mortgageors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Prime + 1/2% Interest only shall be due monthly beginning October 1, 1982. Principal payments of \$1250 plus interest due monthly beginning December 1, 1982 and

the balance 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 December 1987. 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 prime + 1/2 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgageors 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 Mortgageors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, they have 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:

Lot 46 in Rosalie Villas, a Subdivision by Rosalie A. Buckingham of that part of the South East 1/4 of the North East 1/4 of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of West 17 acres and West of Illinois Central Railroad, in Cook County, Illinois

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This is a Second Mortgage

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 Mortgageors 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, in-door 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 mortgageors 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 Mortgageors 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 Mortgageors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgageors the day and year first above written.

(SEAL)

Hans W. Morsbach

(SEAL)

(SEAL)

Katherine Morsbach

(SEAL)

STATE OF ILLINOIS, County of Cook

I, ss. DONNA J. SEDLAK, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HANS W. MORSBACH & KATHERINE MORSBACH, HIS WIFE

who ARE personally known to me to be the same persons, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 September 3, A.D. 1982.

Notary Seal: Donna J. Sedlak, My Commission Expires 11/15/83

