

TRUST DEED

1982 OCT 27 AM 10 29

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607-27-32 653930

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 7 19 82, between JAY A. MILLER and

KATHLEEN A. MILLER, his wife, his friend;

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, WHEREAS 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 FIVE THOUSAND FOUR HUNDRED SIXTY-SEVEN AND EIGHT/100 Dollars (\$ 5,467.08), 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 interest from date of disbursement at the rate of 16.21% per cent per annum in instalments of principal and interest as follows:

FOUR HUNDRED FIFTY-FIVE AND 59/100 Dollars (\$ 455.59),

on the 15th day of October 19 82 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 August 19 83 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.

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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 conditions 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: Unit Number 303, in the 1143 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

Part of Lot 3 in Block 6 in Dearborn Park Unit Number 1, being a subdivision of sundry lots and vacated streets and alleys in and adjoining Blocks 127 to 134 both inclusive, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

Which Survey is attached as Exhibit A-2 to the Declaration of Condominium recorded as Document 25293723 together with its undivided percentate interest in the Common Elements, in Cook County, Illinois.

* Delinquency charge on each installment in default for a period of not less than 10 days is 5% of the installment or \$5.00, whichever is less

with, 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 real estate and interests therein of for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a first lien and secondarily and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, electric light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, 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 on 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, S. . . and seal, S. . . of Mortgagors the day and year first above written

Kathleen A. Miller [SEAL]

Jay A. Miller [SEAL]

STATE OF ILLINOIS.

County of COOK

I, JAY A. MILLER and KATHLEEN MILLER

who are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged, signed, sealed and delivered the said Instrument as their free and voluntary act and purpose therein set forth, including the release and waiver of the right of homestead.

This instrument prepared by Thomas E. Raleigh One West Monroe Street Chicago, Illinois 60603

Given under my hand and Notarial Seal this 21st day of October, A.D. 1982

Notary Public seal for Cook County, Illinois, dated 10/21/82

