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GEORGE E. COLE
LEGAL FORMS

FORM NO. 206
April, 1980

TRUST DEED (ILLINOIS)
For Use With Note Form 1448
(Monthly Payments Including Interest)

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

85186432

THIS INDENTURE, made September 3, 1985
between Robert M. Schranz & Bernadette Schranz, his wife
5817 W. 87th Place, Oak Lawn, IL 60453
(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and BURBANK STATE BANK
5440 West 87th Street, Burbank, IL 60459
(NO AND STREET) (CITY) (STATE)

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth That Whereas Mortgagors are justly indebted to the legal holder of a personal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to BURBANK STATE BANK and delivered in and by which note Mortgagors promise to pay the principal sum of Seven Thousand Four Hundred Thirty & 40/100 Dollars, and interest thereon on the balance of principal remaining from time to time unpaid at the rate of 13.9 per cent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Twenty Three & 84/100 Dollars on the 7th day of October 1985 and One Hundred Twenty Three & 84/100 Dollars on the 7th day of each and every 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 7th day of September 1990. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance, and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date of payment thereof, at the rate of 14.90 per cent per annum, and all such payments being made payable at BURBANK STATE BANK or at such other place as the legal holder of the note may, from time to time, in writing appoint, which place further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto shall have presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, as to his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Oak Lawn, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 379 and 380 in Frank DeLugach's 87th Street Highlands, being a Subdivision of the North 1/2 of the North East 1/4 of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to as the "premises."
TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for the time being and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate, and not secondarily) and all fixtures, apparatus, equipment or articles of value or hereafter thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, radiator beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions, and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, as to his successors and assigns, together, 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 Mortgagors hereby expressly release and waive.

The name of a record owner is: Robert M. Schranz & Bernadette Schranz, his wife

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Robert M. Schranz (Seal)

Bernadette Schranz (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Robert M. Schranz and Bernadette Schranz

Schranz

IMPRESS SEAL HERE

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 official seal, this 7th day of September 1985

Commission expires 1988

This instrument was prepared by Virginia L. Doyle, 5440 West 87th Street, Burbank, IL Notary Public

Instrument to Burbank State Bank, 5440 West 87th Street, Burbank, IL 60459



85-186432

