



TRUST DEED

Prepared by Wayne R. Schmidt, Esq. Attorney-at-law Chicago, Illinois

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

85 302 533

142-7438 200/MD 700 914 B

THIS INDENTURE, made August 29th 1985, between Wayne R. Schmidt, a divorced man who has not yet remarried, hereinafter referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, hereinafter referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$90,000.00,

NINETY THOUSAND Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Public Safety Personnel Research Institute, Inc., a California corporation,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from close of escrow on the balance of principal remaining from time to time unpaid at the rate of twelve percent per annum in instalments (including principal and interest) as follows: Daily interest of twenty-nine dollars and 59 cents from close of escrow through Nov. 30, 1985, and then nine hundred and twenty-five and 70/100 Dollars or more on the 1st day of December, 1985, and nine hundred and twenty-five and 70/100 Dollars or more on the 1st 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 1st day of November, 2015. 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 twelve percent per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago, 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 the mortgagee or its successor, 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 hereby 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: Unit #104 in Country Homes of Beck Lake Woods Condominium, as delineated on a survey of the following described real estate:

Part of the east 1/2 of the north east 1/4 of Section 9, Township 41 North, Range 12 east of the Third Principal Meridian, lying west of the westerly line of Illinois Toll Road and part of lot 1 in Lawrence Subdivision lying west of the westerly line of Illinois Toll Road, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document Number 27402543, together in its undivided percentage interest in the common elements, in Cook County, Illinois.

Mortgagors also hereby grant to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property, set forth in the Declaration of Condominium aforesaid. This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

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 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 mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

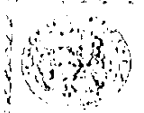
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits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

STATE OF CALIFORNIA, I, DARICE T. ELAM, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wayne R. Schmidt, a person known to me to be legally divorced and not yet remarried,

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and



voluntarily act for the uses and purposes therein set forth. Given under my hand and OFFICIAL SEAL, DARICE T. ELAM, Notary Public in and for the County of San Mateo, CALIFORNIA. My comm. expires APR 2, 1992

Notarial Seal this Ninth day of August 1985. Darice T. Elam Notary Public

See # 69-69-201-040 thru 049 K

PLACE IN RECORDERS OFFICE BOX NUMBER CHICAGO IL 60656-1471 (Unincorporated Cook County) 204 County Lane

FOR RECORDERS INDEX PURPOSES INSURE ADDRESS ABOVE DESCRIBED PROPERTY

MAIL TO: PUBLIC SAFETY PERSONNEL RESEARCH INSTITUTE, INC.

CHICAGO TITLE AND TRUST COMPANY Identification No. 209198

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming through the premises...

16. Nothing herein shall be construed to mean "notice" when more than one notice is used. The provisions of the "Trust and Release Act" of the State of Illinois...

17. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all liens and mortgages...

18. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party...

19. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of the premises...

20. The Trustee or the holders of the note hereby secured making any payment on account of the note...

21. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against losses of damage by fire, lightning or windstorm...

22. Mortgagees shall promptly repair, restore or rebuild any building or improvement on the premises which is or becomes damaged or destroyed...

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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