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TRUST DEED

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 1, 1985, between

Dennis J. Gacek and Gulcin Gacek, his wife as joint tenants, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein 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 \$21,000.00

Twenty one thousand and no/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Carole Foster

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1, 1985 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in installments (including principal and interest) as follows:

Dollars or more on the day of 19 and 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 day of 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 per annum, and a said principal and interest being made payable at such banking house or trust company in 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 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 Village of Homewood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 11 in Block 5, in First Addition to Downer Manor being a Subdivision in the south half (1/2) of the Northwest Quarter (1/4) of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded April 18, 1950, as Document No. 14780014, in Cook County, Illinois

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COOK COUNTY RECORDER

Perm. Index No.: 32-06-119-010 wjb

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 hereafter 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 in 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 hands and seal of Mortgagors the day and year first above written.

[Signatures of Dennis J. Gacek and Gulcin Gacek] [SEAL] 12 00 MAIL [SEAL]

STATE OF ILLINOIS, I, Janet Fritsche, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis J. Gacek and Gulcin Gacek, his wife as joint tenants,

who are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that their signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

PREPARED BY: Given under my hand and Notarial Seal this 1st day of July 19 85. John A. Hiskes, 16231 Wausau Avenue, South Holland, Illinois 60473 [Signature of Janet Fritsche] Notary Public

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Interest only payment of \$175.00 per month, commencing on the first day of August, 1985 and continuing each month thereafter. The principal sum of \$21,000.00 if not sooner paid shall be due, together with any accrued and unpaid interest on the first day of July, 1990. Should the undersigned make any payments on account of principal prior to that time, the monthly payment of interest only shall be adjusted to reflect the interest of the interest at the rate of 10% per annum on the unpaid principal balance. Said payments are to be made at the residence of Carol Foster or at such other place as the holder of this note may, from time to time, in writing appoint.

Properly
County Clerk's Office

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