

THE ABOVE SPACE FOR RECORDERS' USE ONLY

THIS INDENTURE, made August 7 19 86 between

GAREY A. MALEK, an unmarried man

herein referred to as "Mortgagors," and MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,

a National Banking Association, 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of NINETY THOUSAND AND NO/100ths (\$90,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Michigan Avenue National Bank of Chicago

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 7, 1986 on the balance of principal remaining from time to time unpaid at the rate of Two (2) / percent per annum in instalments as follows:

over Prime Interest Only quarterly, commencing November 5, 1986 for previous calendar quarter

hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 3rd day of February 19 87. 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 Two (2) percent 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 Michigan Avenue National Bank in said City.

NOW, THEREFORE, the Mortgagors in 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Unit No. 1-S as said Unit is delineated on the Survey of the following described premises: The South 1-1/2 inches of Lot 2 and all of Lot 3 in the Subdivision of Lots 27, 28, 29 and 30 (except that part of Lot 27 taken for Lake View Avenue) in Culver's Addition to Chicago, being a subdivision of the South 20 rods of the North 60 rods and the South 1/4 of the North East 1/4 of the North West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as Exhibit "A" to and a part of the Declaration of Condominium Ownership made by Bank of Ravenswood, as Trustee under Trust Agreement dated April 15, 1975, and known as Trust number 1392, recorded in the Office of the Recorder of Deeds of Cook County Illinois on March 17, 1976, as Document 23,418,883, together with an undivided 11.69% interest in the common elements, together with the tenements and appurtenances thereunto belonging.

Permanent R.E. No. 14-28-109-035-1003

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 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, 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 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.

[SEAL] Gary A. Malek [SEAL] Gary A. Malek [SEAL] [SEAL]

STATE OF ILLINOIS, I, Alice M. Purchla ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Garey A. Malek, an unmarried man

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

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. "OFFICIAL SEAL" Alice M. Purchla Notary Public, Cook County, State of Illinois My Commission Expires 3/7/89 Notarial Seal this 7th day of August A.D. 19 86. Alice M. Purchla Notary Public.

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