



TRUST DEED
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 13, 1987, between KENNETH J. NOWAKOWSKI, a Bachelor and ROBERT P. NOWAKOWSKI, married to ANITA NOWAKOWSKI,

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

Fifty Thousand (\$50,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DEANEM JAMES KONTOPOULOS & LOUIS KONTOPOULOS

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 13, 1987 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) per cent per annum in instalments (including principal and interest) as follows: Seven Hundred

Fifty-Eight & 71/100 (\$758.71)-----Dollars or more on the 13th day of August 1987, and Seven Hundred Fifty-Eight & 71/100 (\$758.71)-----Dollars or more on the 13th 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 13th day of July, 1989. 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 (12%) per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 LOUIS KONTOPOULOS in said City, 5116 N. Lincoln Avenue, Chicago, Illinois.

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 City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

The East 27 feet (except the North 17 feet thereof) of the West 106 feet of the North 136 feet of Block 2 in Grant and Keeney's Addition to Pennock, being a Subdivision of the East 1/2 of the West 1/2 of the North West 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois***

THIS IS NONHOMESTEAD PROPERTY.

R.E. Tax #13-35-102-003
Address of Property: 3851 W. Fullerton Chicago, Il.

THIS DOCUMENT PREPARED BY:
Christ G. Marinakis, Attorney
77 W. Washington, Suite 1124
Chicago, Ill. 60602 (368-4550)

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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.

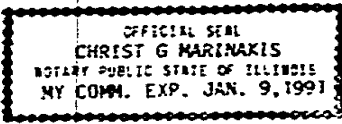
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits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

Kenneth J. Nowakowski [SEAL] Robert P. Nowakowski [SEAL]
Kenneth J. Nowakowski [SEAL] Robert P. Nowakowski [SEAL]

STATE OF ILLINOIS, I, CHRIST G. MARINAKIS
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT KENNETH J. NOWAKOWSKI, a Bachelor & ROBERT P. NOWAKOWSKI, married to ANITA NOWAKOWSKI



who are personally known to me to be the same persons whose names are 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.

Given under my hand and Notarial Seal this 13th day of July 1987.

Notarial Seal

Christ G. Marinakis

Notary Public

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RIDER ATTACHED TO AND MADE A PART OF A TRUST DEED DATED
JULY 13, 1987, EXECUTED BY THE UNDERSIGNED
IN THE AMOUNT OF \$50,000.00.

1. In the event of any inconsistencies between the terms of the Rider and the provisions as contained in the printed portion of said Trust Deed, the terms of this Rider shall prevail and be deemed to have superseded said printed portion to the extent that such inconsistency may exist.

2. In the event Mortgagors default under any of the provisions of the Note or Trust Deed, then, in addition to the payment provided for in the Trust Deed to which this Rider is attached, the Mortgagors agree to pay to the Holder of the Note for which the Trust Deed was executed, if the Holder so requests, on each monthly payment date, a sum equal to one-twelfth (1/12th) of the annual assessment cost charged against said premises, and of the annual premium for insurance carried in connection with said mortgage. Said Holder shall use such funds semi-annually for the payment of said costs, and if not sufficient, the Mortgagors shall pay such deficiency. Said Holder shall not be required to inquire into the validity or accuracy of any of said taxes, assessments or premiums, and shall not be required to advance sums in excess of the deposit of the Mortgagors. Said Holder shall not incur any personal liability for anything which it may do, or omit to do, in connection therewith.

3. In the event either the legal or equitable (beneficial interest) ownership of the Premises is transferred or a contract, agreement or articles of agreement for deed or for assignment of beneficial interest is entered into by the then legal owner of the legal title to or beneficial interest in the land trust holding legal title to the Premise, or a lease for all or substantially all of the Premises is entered into containing an option to purchase the Premises or a right of first refusal as to the Premises, then in any of the foregoing events and at the election of the holder of the Installment Note which the Trust secures and the Trust Deed, the entire then remaining principal balance and any accrued interest thereon shall, upon said election, thereupon automatically become due and payable in full.

4. In addition to any other insurance requirements set forth in this Trust Deed, the Mortgagors agree to carry or cause to be carried, casualty insurance (Broad Form) in companies acceptable to the holder, in an amount equal to at least ninety (90%) percent of the cost of replacement of the Premises, from time to time, and further, the holder shall be named under a "mortgagee's loss payable" clause as "co-insured", Form 107.

~~All proceeds of said insurance policies shall, at the option of the holder of the Note and Trust Deed, be applied in repayment of the outstanding balance (principal and interest) of said indebtedness, and shall be payable to the order of the owner and mortgagee, as their respective interests may appear.~~

~~In the event the holder does not so elect to apply said proceeds in reduction of said indebtedness, said insurance proceeds shall be paid directly to fully restore the Premises to its condition immediately prior to said casualty.~~

Mortgagors shall carry or cause to be carried, during the terms of this Trust Deed, liability and dram shop insurance, if applicable, in good and sufficient companies reasonably acceptable to the holder hereof, and in amounts the holder of the Note may reasonable request.

5. It is understood and agreed that this loan constitutes a business loan which is exempt from the disclosure requirements of Regulation Z (Truth in Lending) of the Board of Governors of the Federal Reserve System, and is exempt from the State of Illinois statute on usurious interest pursuant to Chapter 74, Section 4(c).

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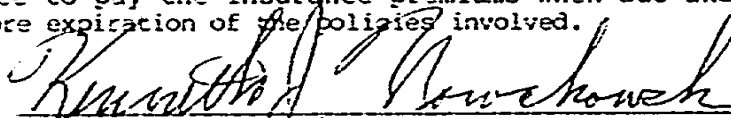
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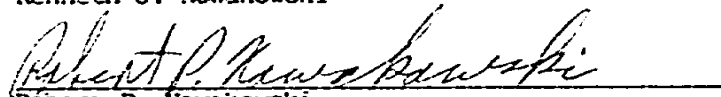
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6. Mortgagors agree to pay the real estate taxes when due and within ten days, to furnish to Note Holder proof of payment.

In addition, they agree to pay the insurance premiums when due and furnish proof of payment before expiration of the policies involved.


Kenneth J. Nowakowski


Robert P. Nowakowski

Property of Cook County Clerk's Office

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