

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 3, 19 88, between Ben Newton

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 holder or holders of the Instalment Note heretofore described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$35,000.00

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER \$35,000.00 Dollars,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

35,000.00 Dollars

on the 9th day of November 19 88 with interest from September 3, 1988 on the principal balance from time to time unpaid at the rate of per cent per annum: each of said instalments of principal bearing interest after maturity at the rate of 16 per cent 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 Saul Bernstein c/o B & B Shoe Co., 226 W. Schiller Street 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 City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS

to wit:

LOTS 1 TO 4 IN J. C. DALEY'S SUBDIVISION OF LOTS 2 AND 3 IN BLOCK 6 IN L. W. STONES SUBDIVISION OF THE EAST 20 ACRES OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4401-07 S. Michigan Avenue, Chicago, IL (also known as 109-115 E. 44th Street, Chicago, IL. DEPT-01 RECORDING \$12.25

DEPT-01 RECORDING 10/12/88 15:53:00 00104 \* 88-470336 COOK COUNTY RECORDER

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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 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.

12.00

MAIL

[ SEAL ]

Ben Newton [ SEAL ]

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

I, Jay D. Freidin

County of Cook

SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ben Newton

OFFICIAL SEAL Jay D. Freidin Notary Public, State of Illinois My Commission Expires 11/31/89 who personally known to me to be the same person whose name he 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of October, 19 88.

Notarial Seal

Notary Public.

