

TRUST DEED

DEC -1 PM 2:45

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

7188524-DF

THIS INDENTURE, made November 30 19 88, between Richard Weininger, and Ronald J. Weininger, married to Pauloyte Weininger

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 and no/100 (\$50,000.00)-----Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF JAMES H. BARANIAK and BETTY L. BARANIAK, his wife, as joint tenants with right of survivorship and not as tenants in common.

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of Eleven percent per annum in instalments (including principal and interest) as follows:

Five hundred sixteen and 10/100 (\$516.10) Dollars or more on the 1st day of January 19 89 and Five hundred sixteen and 10/100 (\$516.10) Dollars on the First 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 December 2008. 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 15% per annum, and all 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 JAMES H. BARANIAK 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:

LOT 1 AND PRIVATE ALLEY SOUTH AND ADJOINING SOUTH LOT 1 IN GILDERSLEEVE'S SUBDIVISION OF LOTS 1, 2, 3 and 4 IN BLOCK 2 IN SUBDIVISION OF NORTH 16 ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-09-200-021-0000

Common street address: 5135 W. Chicago Ave., Chicago, Ill.

THIS IS NOT HOMESTEAD PROPERTY

12th

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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 in a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter 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 s and seal s of Mortgagors the day and year first above written.

Richard Weininger

Ronald J. Weininger

STATE OF ILLINOIS,

County of Cook

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard Weininger and Ronald J. Weininger, married to Pauloyte Weininger

who personally known to me to be the same person s whose name s 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 30th day of November 19 88

Notary Public

Notarial Seal

