

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 11 1987, between Jacob J. Muller, married to Cynthia B. Muller and Jeffrey W. Braun, married to Susan M. Holt

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 Twelve Thousand

(\$12,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 16, 1987 on the balance of principal remaining from time to time unpaid at the rate of 11.5% per cent per annum in instalments (including principal and interest) as follows: One Hundred

Fifteen and no/100 (\$115.00) Dollars or more on the 16th day of January 1988 and One Hundred Fifteen and no/100 (\$115.00) Dollars or more on the 16th 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, 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 13.5% 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 Wexner/Greenberg Associates 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 3 in Block 6 in Fullerton's Addition to Chicago in Sections 30 and 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. 14-31-204-019-0000 2334 N. Elston, Chicago, IL.

This is not homestead property.

This Instrument Prepared By:

MICHAEL BROWN  
1021 W. ARMITAGE  
CHICAGO, IL 60614

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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 before being, 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, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, bed or 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.

WITNESSETH the hand and seal of Mortgagors the day and year first above written.

Jacob J. Muller (SEAL) Jeffrey W. Braun (SEAL)

STATE OF ILLINOIS,

County of Cook

I, [Signature] a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jacob J. Muller, married to Cynthia B. Muller, and Jeffrey W. Braun married to Susan M. Holt

who are personally known to me to be the same person(s) whose name(s) is/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 1st day of December 1987.

Notarial Seal

[Signature] Notary Public

71-44-742 D2



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RIDER TO TRUST DEED DATED DECEMBER 11, 1987  
BETWEEN JACOB J. MULLER, JEFFREY W. BRAUN

1. In the event of any sale, assignment, or transfer of ownership or control of the property described in this Trust Deed, or other disposition of the subject property by the maker hereof, (including Articles of Agreement for Deed, or lease with option to purchase), then the entire balance due hereunder shall become due and payable at once.

2. In addition to the monthly payments of interest referred to herein, maker shall also make monthly deposits for real estate taxes to be held in escrow by the holder of the Instalment Note, as escrowee. Said monthly deposits shall be based on 1/12th of the last ascertainable general real estate tax bill. With funds so made available, the escrowee shall make payments on said real estate tax bills and deliver duplicate receipts to the maker. If at any time the amount deposited for payment of said taxes shall be less than the actual amount due for said taxes in any particular year, maker agrees to deposit the difference needed to pay said taxes ten (10) days prior to the due date of said tax bills. Should the escrowee fail to pay said bills, then the maker shall have the right to pay said bills and any penalty thereunder and deduct said amounts from that due under the Instalment Note.

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Cook County Clerk's Office

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