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TRUST DEED

1988 APR -4 PM 2:46

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made March 30, 1988 between HIPOLITO SOTO and LUISA SOTO, husband and wife,

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, the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTY-EIGHT THOUSAND FIVE HUNDRED and no/100 (\$58,500.00) 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 on the balance of principal remaining from time to time unpaid at the rate of 9 1/2 percent per annum in instalments (including principal and interest) as follows:

SIX HUNDRED NINETY-FIVE and no/100 (\$695.00) Dollars or more on the 1st day of May 1988, and SIX HUNDRED NINETY-FIVE and no/100 Dollars or more on the 1st 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 April 1991. 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 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 Robert M. Ragó 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 42 in Scottsdale First Addition, being Raymond L. Lutgert's Resubdivision of part of the East 1/2 of Lot 5 in the Assessors Subdivision of Section 34 and the North 1/2 of Section 32, Township 38 North, Range 13 East of the Third Principal Meridian, and part of the East 1/2 of Lot 3 in the Subdivision of Lot 4 in the aforesaid Assessors Subdivision, also Lots "D" and "E" in Scottsdale, being Raymond L. Lutgert's Subdivision of part of the East 1/2 of said Lot 5 in Assessors Subdivision, according to the Plat thereof recorded of said Subdivision recorded March 18, 1952 as Document Number 15297437 all in Cook County, Illinois.

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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 jointly 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] Hipolito Soto [SEAL]
[SEAL] Luisa Soto [SEAL]

STATE OF ILLINOIS, I, the undersigned, SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HIPOLITO SOTO and LUISA SOTO, husband and wife,

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 30th day of March 1988

Notary Public

Notarial Seal EXPIRES 11/5/88

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with interest included in Payment. R. 11/75

120 W. MADISON ST CHICAGO, ILL 60602

Page 1 THIS DOCUMENT PREPARED BY MICHAEL FIORITO

