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TRUST DEED

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COOK COUNTY ILLINOIS
FILED FOR RECORD

1989 SEP 6 PM 2:13

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

August 16,

1989, between Marvin Klein,

a Married Man - - - - - 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

Eighty Thousand and No/100 - - - - - (\$80,000.00) - - - - - Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
Manufacturers Bank

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Aug. 29, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows: **Eight Hundred**

Fifty Nine and 69/100 - - - - - (\$859.69) - - - - - Dollars or more on the 1st day of October 1989 and Eight Hundred Fifty Nine and 69/100 (\$859.69) 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 Sept., 1994. 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 10% 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 Manufacturers Bank, 1200 N. Ashland Avenue, Chgo, IL 60622 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, situated, lying and being in the **City of Chicago** COUNTY OF **Cook** AND STATE OF ILLINOIS, to wit:

Unit Number 1103 in Lake Park Plaza Condominium as Delineated on Survey of the following described Real Estate:

Lots 1 and 2 in Block 2 in the Equitable Trust Company's Subdivision of Lots 1 and 2 in Pine Grove, A Subdivision of Fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document Number 24769207; together with its undivided percentage interest in the common elements in Cook County, Illinois.

Perm. Index # 14-21-100-018-1130

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, indoor beds, awnings, stoves and other 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.

Irene Ford [SEAL] *Marvin Klein* [SEAL]

12⁰⁰ [SEAL]

[SEAL]

STATE OF ILLINOIS, { SS. **Irene Ford**
County of **Cook** a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT **Marvin Klein, a Married Man**

who **S** personally known to me to be the same person _____ whose name _____ 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

clear for the uses and purposes therein set forth.

"OFFICIAL SEAL"

IRENE FORD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/10/90

Given under my hand and Notarial Seal this **16th** day of **August**, **1989**.

Irene Ford

Notary Public

