

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 7th 1989, between Citizens National Bank and Trust Company of Chicago, as Trustee, under Trust agreement dated July 8, 1986 and known as Trust Number 382 herein referred to as "Mortgagors," and Security Pacific Financial Services an XXXX corporation, 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 being herein referred to as Holder of the Note, in the principal sum of 19718.84

Nineteen thousand, seven hundred, eighteen and 84/100-----Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to the Holder and delivered, which said Note provides for XX monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 2/13/1994; or [] an initial balance stated above and a credit limit of \$ n/a under a Revolving Loan Agreement.

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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: Lots 9 and 10 in Thomas J. Divon's subdivision of Block 1 of E Harding's subdivision of the West 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 1 Commonly Known As: 3819-23 W. Chicago Avenue, Chicago, Ill. 60644 Permanent Parcel Number: 16-11-103-002 T-2222 TRM 4636 02/10/89 16:10:00 \$9499 + B *-89-165926 COOK COUNTY RECORDER

PARCEL 2: Lot 36 in Block 1 in Jerome J. Dittenhoefer's Division Street and Laverne Avenue subdivision of the East 1/2 of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2 Commonly Known As: 1129 N. Lawler Ave., Chicago, IL 60644 Permanent Parcel Number: 16-04-405-016

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, 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, 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 may not be assumed.

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, CITIZENS NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE

UNION TRUST # 382

This Trust Deed was prepared by G. Reisenauer (1920) N. Thoronau Suite 160-Schaumburg, IL 60173

STATE OF ILLINOIS, County of Cook } SS. Ronal L. Patrick a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Jerry D. Mackey

OFFICIAL SEAL ROSIE L. PATRICK Notary Public, State of Illinois My Commission Expires 10-31-90 who is personally known to me to be the same person and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument to his (free voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 9th day February 1989

Notarial Seal Rosie L. Patrick Notary Public

RECORD DATA 3423687 FEB 10 1989

89065926

89065926

Handwritten signature and initials

FOR RECORDER'S INDEX PURPOSES
INVEST STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Ann 10 K 1/1/15
158 N 55th St
Chicago, Ill 60641

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE
BEFORE THE TRUST DEED IS FILED FOR RECORD.

By _____
Assistant Secretary / Assistant Vice President
Trustee
Identification No. _____

1. Mortgages shall (a) be paid in full or (b) be refinanced or (c) be sold to a third party or (d) be assigned to a third party or (e) be otherwise disposed of in accordance with the terms of this instrument. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

2. Mortgages shall be subject to the terms of this instrument and to the terms of any other instrument which may be recorded in connection with this instrument. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

3. Mortgages shall be subject to the terms of this instrument and to the terms of any other instrument which may be recorded in connection with this instrument. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

4. In case of default hereunder, the mortgagee shall have the right to foreclose on the property and to sell the property to satisfy the debt. The mortgagee shall also have the right to take any other action necessary to carry out the terms of this instrument.

5. The trust created by this instrument shall be deemed to have been created for the purpose of securing the payment of the debt. The trust shall be deemed to have been created for the purpose of securing the payment of the debt.

6. Mortgages shall be subject to the terms of this instrument and to the terms of any other instrument which may be recorded in connection with this instrument. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

7. When the indebtedness secured hereunder shall become due and payable, the mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

8. Mortgages shall be subject to the terms of this instrument and to the terms of any other instrument which may be recorded in connection with this instrument. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

9. Upon or at any time after the filing of a bill to foreclose on the property, the mortgagee shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

10. The action for the enforcement of the lien or of any provision hereof shall be deemed to have been taken for the purpose of securing the payment of the debt. The mortgagee shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the genuineness or misapplication of the signature of the mortgagor or of any other person who may be named in the instrument. Trustee shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

13. Trustee shall release this instrument upon presentation of satisfactory evidence of payment in full of the debt. The mortgagee shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar at the place in which this instrument shall have been recorded. The resignation shall be deemed to have been accepted by the mortgagee if the resignation is filed in the office of the Recorder or Registrar at the place in which this instrument shall have been recorded.

15. This Trust Deed and all provisions hereof shall be deemed to have been made and entered into by the mortgagor and the mortgagee for the purpose of securing the payment of the debt. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

16. Before making this instrument, the mortgagee shall have received from the mortgagor a true and correct copy of this instrument. The mortgagee shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

17. The word "mortgagee" when used herein shall include all persons who may be named in this instrument as mortgagees or as assignees, and the word "mortgagor" when used herein shall include all persons who may be named in this instrument as mortgagors or as assignees.

18. This Trust Deed and all provisions hereof shall be deemed to have been made and entered into by the mortgagor and the mortgagee for the purpose of securing the payment of the debt. The mortgagor shall be deemed to have agreed to the terms of this instrument and to have authorized the mortgagee to take any action necessary to carry out the terms of this instrument.

19. The word "note" when used herein shall include all instruments which may be named in this instrument as notes or as assignments, and the word "mortgage" when used herein shall include all instruments which may be named in this instrument as mortgages or as assignments.

20. The word "trustee" when used herein shall include all persons who may be named in this instrument as trustees or as assignments, and the word "mortgagee" when used herein shall include all persons who may be named in this instrument as mortgagees or as assignments.

21. The word "mortgagor" when used herein shall include all persons who may be named in this instrument as mortgagors or as assignments, and the word "mortgagee" when used herein shall include all persons who may be named in this instrument as mortgagees or as assignments.

22. The word "assignment" when used herein shall include all assignments which may be named in this instrument as assignments or as assignments.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED);

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