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TRUST DEED

727622 CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 10, 19 89, between

BILL WARDA

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

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Ten Thousand Dollars and No Cents (\$10,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER DENNIS LANDEEN, Park Ridge, Illinois

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from 1/10/89 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:

BLW

Ten Thousand Dollars and No Cents (\$10,000.00) Plus interest Dollars or more on the 10 day of January 1989 and 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 10th day of January, 1990. 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 18% 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 DENNIS LANDEEN 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 5, 6 AND 7 IN BLOCK 3 IN ROSMER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE AND LOTS 12 TO 16 INCLUSIVE IN SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3924 W. Grand/1351 N. Harding, Chicago, Illinois. Permanent Index Number: 16-02-116-009 and 16-02-116-010

\$13.00

SEE ATTACHED RIDER

16444 TRAN 5385 02/14/89 10.26.00
1797 # D * 89-067232
COOK COUNTY RECORDER

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, 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.

Bill M. Warda (SEAL)
BILL WARDA (SEAL)

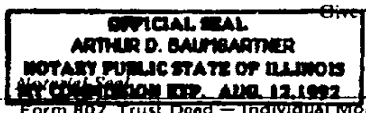
\$13.00 (SEAL)

STATE OF ILLINOIS, I, the undersigned notary public
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT BILL WARDA

who is personally known to me to be the same person 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 as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of January, 19 89.

Arthur D. Baumbartner Notary Public



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MAIL TO: MAIL TO: A. DONALD BAUMGARTNER 4815 W. Fullerton Avenue Chicago, IL 60639 88-349

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3924 W. Grand/ Chicago, Illinois

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. This document prepared by and

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

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RIDER TO TRUST DEED
dated JANUARY 10, 1989

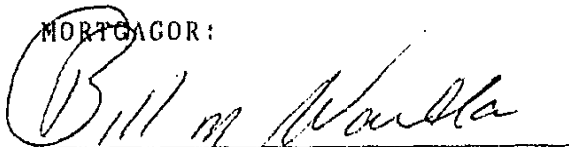
1. Mortgagor may not transfer, assign, or have this Trust Deed assumed without the written consent of the Holder of the Note. Nor may the Mortgagor sell said property on contract for deed without the written consent of the Holder of the Note.

2. The Mortgagor shall obtain fire insurance for the full replacement cost of the property and shall name the Holder of the Note as an insured interest.

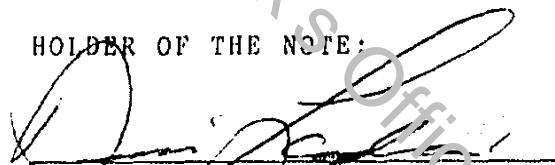
3. The Holder of the Note hereby acknowledges that he is liable for the 1986 and 1987 taxes, which were sold for back taxes on April 13, 1988. The rights of redemption will expire on April 13, 1990. The Holder of the Note shall pay all the 1986 and 1987 back taxes plus all penalties and interest on or before January 10, 1990 or at such time as the Mortgagor pays off this Trust Deed sooner than January 10, 1990. The Holder of the Note hereby represents that said amount owed for taxes plus the penalty is less than \$10,000.00. The Holder of the Note hereby shall indemnify the Mortgagor from any and all losses by reason of said back taxes. Said indemnity shall include reasonable attorneys' fees and costs.

4. That during the terms of this Trust Deed the Mortgagor shall pay all current real estate taxes including the 1988 taxes when due and shall present evidence of the same to the Holder of the Note.

MORTGAGOR:


BILL WARDA

HOLDER OF THE NOTE:


DENNIS LANDEEN

This document prepared by
and **MAIL TO:**
A. DONALD BAUMGARTNER
4815 W. Fullerton Avenue
Chicago, Illinois, 60639

88-349

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