

THIS INDENTURE, made March 27 19 89, between

JORGE PEREZ & FRANCISCA PEREZ, HIS WIFE

herein referred to as "Mortgagors," and

THE STEEL CITY NATIONAL BANK OF CHICAGO,

a National Banking Association of Chicago, Illinois, herein referred to as Trustee, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 NINETY ONE THOUSAND EIGHT HUNDRED FIFTY TWO AND 60/100 Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER ELM TREE FOODS, INC., an Illinois Corporation and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows:

FIVE HUNDRED AND 00/100 (\$500.00)

Dollars on the 3 day of April 19 89 and

FIVE HUNDRED AND 00/100 (\$500.00)

Dollars on each succeeding Monday 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 27th day of March 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 sixteen per cent 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 Elm Tree Foods, Inc. 16781 in said Village Torrence, Lansing, Illinois 60438.

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.

Lot 1 in Block 4 in the Circuit Court Partition of the South East 1/4 of Section 31, Township 38 North, Range 1, East of the Third Principal Meridian (except lands belonging to the South Chicago Railroad Company) according to the Map thereof Recorded March 4, 1895 as Document No. 607499 in Block 19 or plats page 70 in Cook County, Illinois.

ADDRESS: 3023 E. 83rd Street, Chicago, Illinois

Tax # - 21-31-404-059

**Interest rate will be prime rate as established from time to time by the First National Bank of Chicago adjusted as of the Monday immediately following the previous weekly payment.

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 par 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, interior 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 use of 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.

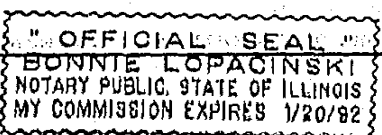
Witness the hand..... and seal..... of Mortgagors the day and year first above written.

Jorge Perez (SEAL) Francisca Perez (SEAL) JORGE PEREZ FRANCISCA PEREZ

STATE OF ILLINOIS, I, BONNIE LOPACINSKI ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JORGE PEREZ & FRANCISCA PEREZ, his wife

who ARE personally known to me to be the same person, whose name 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 27th day of March A. D. 1989



1200

89139467

Att 919352 DA

D	NAME	BUOSCIO & BUOSCIO
E	STREET	9138 S. Commercial Avenue
V	CITY	Chicago, Illinois 60617
I		
R		
E		
H		

Chicago, Illinois 60617
3023 E. 83rd Street

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HEREIN

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

THE STEEL CITY NATIONAL BANK OF CHICAGO, as Trustee
89-378

89139467

IF all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgage is sold or transferred and Mortgage is not a natural person) without the consent of Elm Tree Food, Inc., an Illinois Corporation, said Elm Tree Foods, Inc. may, at its option require immediate payment in full of all sums secured by this instrument

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17. This Trust Deed and all provisions hereof, shall extend to and be binding upon the Mortgagee and the word "Mortgagee" when used herein shall include all persons and all persons claiming under or through Mortgagee, and any Trustee or successor shall be entitled to reasonable compensation for all its performance hereunder.

18. Any Successor in Trust (hereinafter referred to as "Successor") shall be bound by the terms and conditions of this Trust Deed in all respects as if he were a party thereto, and his liability shall be joint and several with the liability of the original Trustee. The Successor shall be deemed to have accepted the terms and conditions of this Trust Deed by his failure to object thereto within ten days after the date of his appointment as Successor.

19. The Trustee shall have the right to examine the title, location, extent, and condition of the premises, and if necessary to make a personal inspection thereof, and if he shall be unable to do so, he shall have the right to cause a survey to be made of the premises, and the title, location, extent, and condition thereof, and to file a plat thereof in the public records of the County of Cook, Illinois, and to require the holder of the note to reimburse him for the cost thereof, and the Trustee shall have the right to cause a survey to be made of the premises, and the title, location, extent, and condition thereof, and to file a plat thereof in the public records of the County of Cook, Illinois, and to require the holder of the note to reimburse him for the cost thereof.

20. The Trustee shall have the right to require the holder of the note to provide evidence of satisfactory evidence that all indebtedness existing on any power herein given.

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