

(Trust Deed Form 17) REV 6-81

THE ABOVE SPACE FOR RECORDERS USE ONLY

S/2017XXC

THIS INDENTURE, made June 28, 1989, between Josef Matuschka, divorced and Not Since Remarried

herein referred to as "Mortgagors," and ALBANY BANK & TRUST COMPANY, N.A. a National Banking Association doing business in 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 Sixty Thousand Dollars and 00/100 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11.75 % per cent per annum in instalments as follows: Six hundred Twenty One and 00/100

89321097

Dollars on the 1st day of August 1989 and Six Hundred Twenty One and 00/100

Dollars 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 July 1992. 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 after maturity at the highest lawful rate 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 Albany Bank in said City.

This loan is payable in full at the end of nine years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 there-

in, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS to wit: Lot 14 in Block 1 in Milwaukee Avenue Front, being a Subdivision of blocks 1 and 2 in Oliver H. Horton's Subdivision of part of the east 1/2 of the northeast 1/4, lying between Rand Road and Milwaukee Plank Road, in section 8, Township 40 north, range 13, East of the Third Principal Meridian (except that part thereof lying between the southwesterly line of Milwaukee Avenue and a line 21 feet southwesterly of and parallel with the southwesterly line of Milwaukee Avenue as taken for widening of Milwaukee Avenue) in Cook County, Illinois.

Commonly known as: 5436 N. Milwaukee Ave. Chicago Ill. PIN NO. : 1202218033

RIDER ATTACHED HERETO AND MADE A PART HEREOF

*The interest rate shall be adjusted to Albank Prime Rate + 1 3/4% on the 1st day of July, 1992 and on the 1st day of July each three years thereafter until maturity. The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate, based upon the then remaining loan term.

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.

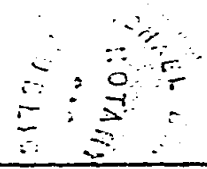
Josef Matuschka [SEAL]

SEPT 01 [SEAL] 74441 TRAK 0608 07/14/89 13:00 23877 # 10 87-21521097 COOK COUNTY RECORDER

STATE OF ILLINOIS I, THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Josef Matuschka, divorced and Not Since Remarried

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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 28th day of June A. D. 1989 [Signature] Notary Public



\$13.00

28 shows the applicable rate 89321097

