

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 11, 1989 . between

\*\*CARMEN DAVILA, spinster\*\*

3601 W. Devon of Chicago, Illinois

JOSEPH ROSENBERG and RICHARD ROSENBERG

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

THIRTY FOUR THOUSAND THREE HUNDRED TWENTY AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

J & R INVESTMENT CO. and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest

payable in instalments as follows:

Two Hundred Twenty and no/100

Dollars on the Thurs. 17th day of August 19 89 and Two Hundred Twenty and no/100

Dollars on the same day of each week thereafter for 154 weeks until said note is fully paid except that the final payment of no/100 shall be due on the Thurs. 6th day of August 19 92.

Each instalment unless paid when due shall bear interest at the rate of 12% 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 J & R INVESTMENT COMPANY, 3601 W. Devon Chicago, Illinois 60659

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, his 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

Lots 27 and 30 in Block 4 in Pickett's Second Addition to Chicago being Lot 4 of Assessor's Subdivision of Part of the North 1/4 of Section 6 Township 39 North Range 14, East of the Third Principal Meridian in Cook County, Illinois commonly known as 1415 N. Milwaukee, Chicago, Illinois

Tax Nos. 17-06-209-032 17-06-209-045

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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 thereon 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) doors, 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 on 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, his successors and assigns, forever, for the purposes and 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, when 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.

Signatures of Carmen Davila and Richard Rosenberg with (SEAL) markers.

STATE OF ILLINOIS

Richard Rosenberg, a Notary Public in Lake County acting in and for Cook County

County of Cook

DO HEREBY CERTIFY THAT Carmen Davila

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 she signed, sealed and delivered the

instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

SEIGN3508 QVW018 W3E 712110

GIVEN under my hand and Notarial Seal this 11th day of August A.D. 19 89

Signature of Notary Public

THIS INSTRUMENT WAS PREPARED BY Lillian Rosenberg

3601 W Delam #109  
Delt Investment Co  
Chicago, Ill 60649

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

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**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD

*[Signature]*  
Richard R. Boush  
Trustee  
herein under Identification No. 3696

The Instrument Note mentioned in the within Trust Deed has been identified

DEFT-01 \$12 25  
T#1111 TRAN 9206 08/21/89 13:50:01  
\*2646 A\*-89-38721  
COOK COUNTY RECORDER

In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then in case of death of Trustee in the County of Cook, the County Clerk shall have the power and authority as hereinafter provided.

Trustee shall release this trust deed and the lien thereon by proper recordation upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereon to and at the request of any person who shall represent that after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness thereby secured has been paid within the time specified in the note and that the amount thereof has been received by Trustee and the note is not due.

Trustee shall release this trust deed and the lien thereon by proper recordation upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereon to and at the request of any person who shall represent that after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness thereby secured has been paid within the time specified in the note and that the amount thereof has been received by Trustee and the note is not due.

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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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