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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

DEPT-CL RECORDING 115 25
TR444 TRAM 5602 07/11/90 15:19:00
#5666 # 10 M-29-3333334

THIS INDENTURE, made July 2 19 90, between PAUL A. MAIER and BARBARA J. MAIER, his wife,

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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FORTY-TWO THOUSAND and 00/100 (\$42,000.00) 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 July 2, 1990 on the balance of principal remaining from time to time unpaid at the rate of ten percent per annum in instalments (including principal and interest) as follows: SIX HUNDRED THIRTY-SEVEN AND 32/100 (\$637.32) Dollars or more on the 1st day of August 1990 and SIX HUNDRED THIRTY-SEVEN AND 32/100 Dollars or more 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, 1998. 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 ten 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 JAMES E. BISCHEN, 2122 W. Belmont, Chicago, Illinois 60618

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, to wit:

SEE RIDER ATTACHED

Commonly known as 1318 W. Fargo, #503, Chicago, Illinois 60626
P.I.N. # 11-29-308-017-1033

This Instrument was prepared by: P. Jerome Jakubco, 2224 W. Irving Park Rd., Chicago, Illinois 60618

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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, inlaid 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 hands and seal of Mortgagors the day and year first above written.

Paul A. Maier (SEAL) Barbara J. Maier (SEAL)
PAUL A. MAIER BARBARA J. MAIER

STATE OF ILLINOIS, I, P. JEROME JAKUBCO, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PAUL A. MAIER and BARBARA J. MAIER, his wife,

who 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 they signed, sealed and delivered the said instrument as their free and

"OFFICIAL SEAL" Voluntary, for the uses and purposes therein set forth.

P. JEROME JAKUBCO Notary Public Cook County, Illinois under my hand and Notarial Seal this 2nd day of July 19 90

Notarial Seal

Form 607 Trust Deed - Individual Mortgagor - Secures One Instalment Note with interest included in Payment.

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Unit No. 503 as delineated on survey of the following described parcel of Real Estate (hereinafter referred to as "Development Parcel"): That portion of Lot 4 in Block 6 in Birchwood Beach, a Subdivision of part of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian and of accretions thereto lying East of a line drawn from a point in the North line of said Lot, 160 Feet East of the Northwest Corner of said Lot 4 to a point in the South line of said lot, 130 Feet East of the Southwest Corner of said Lot 4 and lying West of a line drawn from a point in the North line of said Lot 4, extended East 420.02 Feet East of the Northwest Corner of said Lot 4, thence South to intersect the South line extended East of said Lot 4 at a point 414.63 Feet East of the Southwest Corner of Lot 4 aforesaid, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Marquette National Bank, as Trustee under Trust Agreement dated July 21, 1964 and known as Trust No. 2782, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 19325531 together with an undivided 2.49% interest in said Development Parcel (excepting from said Development Parcel all the land, property and space known as Units 201 to 210, both inclusive, units 301 to 310, both inclusive, Units 401 to 410, both inclusive and Units 501 to 510, both inclusive, as said Units are delineated in said survey).

P.I.N. #11-29-308-017-1033

Commonly known as 1316 W. Fargo, #503, Chicago, Illinois

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The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever. The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment, (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment. If payment is not made within 10 days of the monthly due date, a 5% Late Charge will be added to the payment amount.

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