

TRUST DEED

208721

91013281

CITC 9

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 21, 1990, between

NATHANIEL OLIPHANT, MARRIED TO OUIDA J. OLIPHANT

91013281

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 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

ONE HUNDRED THIRTY THOUSAND and no/100 (\$130,000.00) 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 in instalments as follows:

ONE THOUSAND TWO HUNDRED SEVENTY-FOUR and 16/100 (\$1,274.16)* Dollars on the 21st day of March, 1991, and ONE THOUSAND TWO HUNDRED SEVENTY-FOUR and 16/100 (\$1,274.16)* Dollars on the 21st day of each month thereafter, to and including 21st day of February, 1998, with a final payment of the balance due on the 21st day of February, 1998, with interest

from December 21, 1990, on the principal balance from time to time unpaid at the rate of 11 per cent per annum, each of said instalments of principal bearing interest after maturity at the rate of 13 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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

NEW 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 34 (except the Northwesterly 1 foot 6 inches thereof) and all of Lots 35, 36, 37, 38, 39, 40, 41 and 42 in Block 4 of Johnston and Clements Subdivision of the West half of the South East quarter (except the railroad) of Section 22, Township 38 North, Range 14, East of the third Principal Meridian, according to the plat thereof recorded November 28, 1885, in Book 217, Page 8, as Document Number 672617, in Cook County, Illinois.

PIN: 20-22-407-021; 20-22-407-022; 20-22-407-023; 30-33-407-050; 20-22-407-058

Address: 6800 S. South Chicago Avenue, Chicago, Illinois

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for personal property, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted.

WITNESSED by my hand and Notarial Seal this 21st day of December, 1990

Notarial Seal

Notary Public

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