



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made **July 6, 1992**, between **M. Theodore Heinecken, a/k/a M.T. Heinecken and Gisela E. Heinecken, 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 **ONE HUNDRED FIFTY THOUSAND and No/100 Dollars (\$150,000.00)** - - - - -

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF **GEAOEX MANUFACTURERS BANK, 1200 N. Ashland Ave., Chicago, Ill. 60622**

and delivered, in and by which said Note the Mortgagors premise to pay the said principal sum and interest from **July 10, 1992** on the balance of principal remaining from time to time unpaid at the rate of **.50%** percent per annum in instalments (including principal and interest) as follows: **One Thousand**

Two Hundred Seven and 90/100 - - - (\$1,207.90) Dollars or more on the **6th** day of **August** **1992**, and **One Thousand Two Hundred Seven and 90/100 (\$1,207.90)** Dollars or more on the **6th** 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 **6th** day of **July, 1997**. 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 **8.50%** per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, fr. in time to time, in writing appoint, and in absence of such appointment, then at the office of **Manufacturers Bank** in said City.

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:

Lots 38 and 39 in Charles Hull's Subdivision of Block 52 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, fixtures, easements, fixtures, and appurtenances thereto, belonging to 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 as a party with said estate and not secondary, and all apparatus, equipment, or articles now or hereafter therein or thereon located, supply, heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally, etc. And, and vehicles and attachments thereto, including the foregoing, screen, window shades, storm doors and windows, car coverings, and shade curtains, blinds, awnings, etc. and all hardware. 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 mobile apparatus, equipment or articles hereinafter placed in the premises by the mortgagors or their successors or assigns shall be considered an constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, if the property does not then, as 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, in which and 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 1 (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 me hand S and seal S of Mortgagors the day and year first above written.

M. Theodore Heinecken

(SEAL)

Gisela E. Heinecken

(SEAL)

(SEAL)

STATE OF ILLINOIS.

SS

County of CookI, Irene Ford, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFYTHAT M. Theodore Heinecken, a/k/a M.T. Heinecken

and Gisela E. Heinecken, His Wife - - - - -

whom I personally know to me to be the same person S whose name S 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"

IRENE FORD voluntary and for the uses and purposes therein set forth
NOTARY PUBLIC, STATE OF ILLINOIS, my hand and Notarial Seal this 6th day of July, 92
MY COMMISSION EXPIRES 11-10-1994

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note w/ the Interest included in Payment

R. 11/75

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Notary Public

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60614

Chicago, Illinois

1733 N. Ashland Avenue

Manufacturers Bank

MAIL TO: *Illinois* *60622*FOR RECORDERS INDEX PURPOSES
FIRST STREET ADDRESS OF AVAIL
DESCRIPTIVE WORDS OR PHRASES

1200 N. Ashland Avenue

CHICAGO, ILLINOIS 60622

DEED IS FILED FOR RECORD
AND TRUST COMPANY, RECORD BY THIS
LENDER THE INSTALMENT NOTE POWER AND
TRUST DEED SHOULD IDENTIFIED BY CHICAGO TITLEFOR THE PROTECTION OF BOTH THE BORROWER AND
THE LENDER IN THE PERFORMANCE OF THE AGREEMENTS SET FORTH IN THIS TRUST

16. Before recording this note dead, trustee or successor shall be entitled to reasonable compensation for the services fee for his services to us in connection with this note under and

17. This trust and the word "trustee," when used herein shall mean such persons and all persons holding under or in the name of this trust Dead. The word "note" when used in

18. The instrument or any part thereof or notes, when used herein shall mean such persons and all persons holding under or in the name of this trust Dead. The word "note" when used in

19. This trust and all provisions herein shall extend to and be binding upon all such persons and all persons holding under or in the name of this trust Dead. The word "note" when used in

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21. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of this instrument shall have been executed duly before the Secretary of State to record it as a public instrument.

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40. No action for the enforcement of the lien of any provision herein shall be subject to any defense which would not be good and

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43. The proceeds of any foreclosure sale of the premises shall be distributed among the holders of record in the following proportion:

44. The costs and expenses incident to the foreclosure sale of the premises shall be paid by the holder of record in the following proportion:

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