

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 4th 1992, between Martin J. Droehen, Trustee under Trust Agreement dated April 9, 1990 and known as Trust 4990

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 Eighty-Six Thousand (\$86,000.00) and no/100's

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 March 15, 1992 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred Eighty-One and 49/100's (\$781.49) Dollars or more on the 15th day of March 1992, and Seven Hundred Eighty-One and 49/100's Dollars or more on the 15th 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 15th day of February 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 10% 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 Attorney Martin J. Droehen, in said City, 2318 S. Austin Blvd., Cicero, Illinois 60650

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 Berwyn, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit 3B in Grove Condominiums according to the survey of the following described land: Lots 61 and 62 in Block 3 in Berwyn, subdivision in Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded March 22, 1990 as document #90-127366, together with its undivided percentage interest in the common elements, in Cook County, Illinois PIN 16-31-107-002 and 16-31-107-003

Commonly known as 3103-05 S. Grove Avenue, Berwyn, Illinois 60402

This Trust Deed contains provisions for a balloon payment at end of 5 years.

This instrument was prepared by Attorney Martin J. Droehen, 2318 S. Austin Blvd., Cicero, Illinois 60650. This obligation is non-transferrable without written consent and any attempt to do so will accelerate the entire balance becoming immediately due 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 in a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, under beds, awnings, stoves and gas 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 a 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, 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. There will be a late charge of 5% added to any payment received after the 25th day of each month.

WITNESS the hand and seal of Mortgagors the day and year first above written

Martin J. Droehen, Trustee under Trust Agreement dated 4-9-1990 and known as Trust 4990

STATE OF ILLINOIS, I, Shirley M. Slaby, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Martin J. Droehen as Trustee and not individually

personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that SHIRLEY M. SLABY signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 6th day of March 1992.

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secured One Instalment Note with Interest Included in Payment.

R. 11/75

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