

TRUST DEED

770021

1992 APR 30

92318145

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 30, 1992, between David W. Mann

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

Four Thousand Five Hundred and no/00 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Manteks Co.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from May 1, 1992 on the balance of principal remaining from time to time unpaid at the rate of nine percent per annum in instalments (including principal and interest) as follows:

Four Hundred Dollars or more on the 1st day of June 1992 and Four Hundred 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 May, 1993. 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 9% 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 Manteks Co. in said City, Arlington Hts.

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, title and interest therein, situate, lying and being in the city of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 in Clark and Trainor's subdivision of Lots 10 to 13 and the North 22 feet of Lot 14 in Block 2 in Wilson's subdivision of the North 4 acres in Block 1 in Cleaver and Taylor's subdivision of the North 1/2 of the South 1/2 of the West 1/2 of the Southeast 1/2 and the North 1/2 of the South 1/2 of the East 1/2 of the Southwest 1/2 of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian.

* unless paid when due there shall be a penalty of \$25.00 per late payment.

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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, in building (without restricting the foregoing), screens, 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 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 hand and seal of Mortgagors the day and year first above written.

David W. Mann

[SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS,

I, NANCY P. CASTRO

County of COOK

SS

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID W. MANN

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 Nancy R. Castro he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth My Commission Expires 4/7/96 Given under my hand and Notarial Seal this 30th day of April 1992

Nancy R. Castro Notary Public

Notarial Seal

73-48-728D-2 2nd letter

2200 239

92318145

MAIL TO:

MAUTERS CO.

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST IS DEPOSITED FOR RECORD

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY, Trustee

Identification No. 770224

5-318145

The provisions of this trust deed... shall be applicable to this trust deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services...

17. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees...

18. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar...

19. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense...

20. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order...

21. When the indebtedness hereby secured shall become due and payable, the holder of the note or Trustee shall have...

22. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

23. The Trustee or the holder of the note hereby secured making any payment hereunder on the part of Mortgagee...

24. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder...

25. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...

26. Mortgagee shall pay in full under protest, in the manner provided by statute, any tax...

27. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)