

94740845

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including those of merchantability and fitness, are as stated.

DEPT-01 RECORDING 983.50  
TRM4446 TRAN 6094 00/02/94 15:53:00  
#5787 # LC # -74-740845  
COOK COUNTY RECORDER

(Use Above Space For Recorder's Use Only)

THIS INSTRUMENT, made March 1, 1993

between Joel Lerner  
521 Wilcox  
Elgin, Illinois 60123  
(NO. AND TITLE) (CITY) (STATE)

herein referred to as "Mortgagors," and Donald Parisi  
609 S. Hubbard  
Algonquin, Illinois 60102  
(NO. AND TITLE) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of

Thirty Thousand and 00/00 Dollars

Dollars, and interest from March 1, 1993 on the balance of principal remaining from time to time unpaid at the rate of 6% per cent per annum, such principal sum and interest to be payable in installments as follows: One payment at end of term. Dollars on the day of 19 and Dollars on the day of each anniversary 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 March 19 96. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 6% per cent per annum, and all such payments being made payable at 609 S. Hubbard Algonquin, Illinois 60102 or at such other place as the legal holder of the note may from time to time hereafter elect.

At the election of the legal holder of the note, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW HEREBY, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Parish of Cook COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Parcel 1: Lot 1008 in Block 1000 in Kensington Square 2nd Addition II, being a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 41 North, Range 9, East of the Third Principal Meridian, as document No. 27281857 and amended as document No. 27281858, in Cook County, Illinois.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1, as set forth in the declaration of covenants, conditions and restrictions recorded as document No. 25442171 and amended by documents 26573744 and 27281858, and amended from time to time.

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

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter attached thereto or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, malar beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

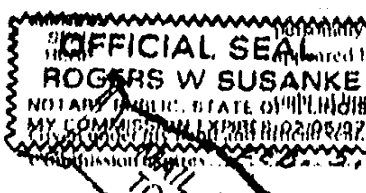
The name of a record owner is: Joel Lerner  
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors on the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) FULLY SIGNATURE(S)

Joel Lerner (Seal)

State of Illinois, County of Kane, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOEL LERNER



Notarially known to me to be the same person as whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the said premises, on this 1st day of MARCH 1993. Rogers W. Susanke, Notary Public.

This instrument was prepared by Joel Lerner 521 Wilcox Elgin, Illinois 60123  
and this instrument to Donald Parisi 609 S. Hubbard Algonquin, Illinois 60102 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S CHECK BOX NO.

94740845

