

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 23, 19 94, between

OWEN BIRTS, MAUDE BIRTS AND SHERRIE BIRTS *Single*  
*HIS W.F.O* herein referred to as "Mortgagors", and  
CHARLES RINGER COMPANY

*250*

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 FIFTY SEVEN THOUSAND AND 00/100 (57,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

FIVE HUNDRED FORTY ONE AND 11/100 (\$541.11) Dollars  
on the 1st day of June 19 94 and Five Hundred Forty One and 11/100 (\$541.00) Dollars  
on the 1st day of each MONTH thereafter, to and including the 1st day of MAY ~~2009~~ 2009  
with a final payment of the balance due on the 1st day of MAY ~~2009~~ with interest

on the principal balance from time to time unpaid at the rate 8% per annum;  
payable each of said instalments of principal bearing interest after maturity at the rate of ~~8%~~ <sup>9%</sup> per cent per annum, and all of said principal and interest being made payable at such 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 CHARLES RINGER COMPANY, 7915 SO. EXCHANGE, IL 60617

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, 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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 138 IN RUSSELL'S SUBDIVISION BEING A SUBDIVISION OF LOTS 12 TO 16 INCLUSIVE IN OWNER'S PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #25-01-127-027  
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ADDRESS: 9022 RIDGELAND, CHICAGO, IL.

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, including (without restricting the foregoing), awnings, 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 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, 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 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.

*Sherrie Birts* [SEAL] *Owen Birts* [SEAL]  
[SEAL] *Maude Birts* [SEAL]

STATE OF ILLINOIS.

I, ROBERT E. BUTZ

ss. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT  
County of COOK OWEN BIRTS, MAUDE BIRTS AND SHERRIE BIRTS

County of COOK

who personally known to me to be the same person, whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal

" OFFICIAL SEAL "  
this ROBERT E. BUTZ APRIL A.D. 1994  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/8/94 Robert E Butz  
Notary Public.

75-07-515, DL MCK

PREPARED BY: Charles R. Fitch, 7915 So. Exchange, Chgo, IL 60617

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