

94398887



CTTC

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 11 19 94 between EDWARD P. SMITH, 9143 S. Michigan Avenue, Chicago, Illinois 60619

herein referred to as "Mortgagors", and Dr. Lewis J. Hirsch, CHICAGO HOTEL 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

ONE THOUSAND (\$1,000.00) and 00/100- - - - - DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~DR. LEWIS J. HIRSCH~~ DR. LEWIS J. HIRSCH

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on July 13, 1994 - with interest thereon from - - - - - until maturity at the rate of - - - - - percent per annum, payable semi-annually on the - - - - - day of - - - - - and of - - - - - each year, all of said principal and interest bearing interest after maturity at the rate of ten (10%) per cent per annum, and all of said principal and interest being 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 Dr. Lewis J. Hirsch, 401 Town Square, Schaumburg, Illinois 60193 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: THE NORTH 35 FEET OF LOT 37 IN BLOCK 3 IN DYK'S ADDITION TO PULLMAN A SUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING \$23.50
15555 TRAN 7543 05/04/94 10:23:00
#2580 J.L.C. # 94-398887
COOK COUNTY RECORDER

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P.I.H. 24-22-016-025

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 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) 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 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.

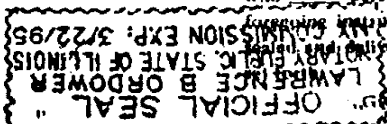
WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

[SEAL] EDWARD P. SMITH [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS, }
County of Cook } SS. I, Lawrence B. Ordover
a Notary Public in and for the residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT
Edward P. Smith

who 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 he signed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein
on under my hand and Notarial Seal this _____ day of _____, 19____



Notarial Seal

Notary Public

23.50

