

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Sept 26-74 3068M

William R. Olson  
RECORDERS OF DEEDS

18-43  
510-3

84564

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made September 10th, 1974, between Exchange National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated 8/30/74 and known as trust number 29304, herein referred to as "First Party," and

an Illinois corporation herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

THIRTY THOUSAND & NO/100----- (\$30,000.00)----- Dollars,  
made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from-----  
----- the balance of principal remaining from time to time unpaid at the rate of  
11 1/8----- per cent per annum in instalments as follows: FOUR HUNDRED FOURTEEN & NO/100-----

----- (\$414.00)-----  
Dollars on the first day of December, 1974 and FOUR HUNDRED FOURTEEN & NO/100  
----- (\$414.00)-----

Dollars on the first 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 first day of November 19 84. 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 seven per cent per annum, and all 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 Exchange National Bank of Chicago, in said City,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described real Estate situate, lying and being in the COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot thirty seven (37) in the South Water Market, a subdivision in the North East quarter of Section twenty (20), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

"This Instrument Was Prepared By"  
E. P. Tunney, Vice-President  
Exchange National Bank of Chicago  
130 S. LaSalle St.  
Chicago, Ill. 60690



which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, assessments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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), screens, window shades, storm doors and windows, door coverings, in-door 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:  
1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the notes duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such title to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about

NAME  
Name: Exchange Natl Bk of Chicago  
Address: 130 S. LaSalle St.  
City: Chicago, Ill. 60690  
Auth: E. P. Tunney

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
143 South Water Market  
Chicago, Illinois

22 859 813

to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, than Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any and purchase, discharge, compromise or settle any tax lien or other lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced to Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for such matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert witness, manuscript charges, publication costs and costs (which may be estimated as to amount to be expended) in any of the proceedings for sale of said premises, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonable either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of the true deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose; or (c) any action or not actually commenced; or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foregoing proceedings, including all such items as are mentioned in the foregoing paragraph hereof; second, all other items which under the terms hereof constitute a lien on the premises, in the order of their priority as indicated by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus, to be paid to First Party, its legal representative or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the adequacy or inadequacy of the price of application for such receiver, of the price of purchase, if any, or of the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a residence or not, and the Trustee hereunder may be appointed as such receiver, but such receiver shall have no authority to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as any other times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. The court from time to time may authorize the receiver to apply the net income in the hands in payment in whole or in part of: (1) The indebtedness secured by this trust deed; or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees or of its rules, and it may require indemnification satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity of the note, produce and exhibit to Trustee the note secured hereby, which evidence shall be in the form of a release of the note, and such release shall be as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of authentication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purpose to be executed on behalf of First Party and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described hereon, it may do so as if executed by the original trustee. The release hereof shall be in full satisfaction of the note and shall conform with the description herein contained of the note and which purpose to be executed on behalf of First Party.

10. Trustee may resign its office by filing in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor in Trust; any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on rents and policies of fire and other hazard insurance now in force, the Mortgagors will deposit with the holder of the note on the date hereinafter specified an amount equal to such taxes, assessments, insurance premiums, less the amount already deposited thereto, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when such taxes, assessments and insurance premiums are due and payable, the holder of the note shall be held without interest and are to be applied by the holder of the Note to the payment of such taxes, assessments and insurance premiums. If the holder of the Note at any time the holder of the note deems the amount deposited insufficient to pay such taxes, assessments and insurance premiums, the Mortgagors will deposit with the holder of the note any amount necessary to make up the deficiency provided, however, that nothing in this paragraph contained, shall relieve the Mortgagors from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

12. In case of default in the payment of principal or interest on the performance of the covenants and agreements of the Mortgagors herein contained, the holder of the Note may apply any and all sums then on deposit on account of the indebtedness secured by this Trust Deed.

13. It shall not be the duty of the holder hereof to insure the premises, but the holder hereof shall be held liable for the accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the holder to advance other monies for said purpose.

14. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on its own behalf and on behalf of each and every contract except decree of foreclosure of the Mortgagor, nor does any release of title to the premises subsequent to title to the premises hereof constitute a release of the Mortgagor from its obligation to pay the principal and interest on the note secured hereby.

15. First Party has been advised by its beneficiaries that the proceeds of the loan secured by this Trust Deed will be used for the purposes specified in Paragraph (4) of Chapter 74 of the 1905 Illinois Revised Statutes, that the principal and interest thereon shall constitute a business loan which comes within the purpose of said paragraph.

14. So long as Exchange National Bank of Chicago is the holder of the Instalment Note, Exchange National Bank of Chicago shall have the option of accelerating the maturity date of the Note in the event of a sale of the business, on which this mortgage is based, or in the event of a change in management of said business or cessation of said business.

THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Exchange National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest thereon, or any taxes, assessments, or any other moneys accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and inasmuch as the First Party, its successors or assigns, National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in accordance provided by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these powers to be signed by its first above written. Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary-Trust Officer, this 23rd day and year

EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,  
*[Signature]*  
 VICE-PRESIDENT-TRUST OFFICER  
*[Signature]*  
 ASSISTANT SECRETARY-TRUST OFFICER

STATE OF ILLINOIS and for said County, in the state aforesaid, DO HEREBY CERTIFY, that  
 COUNTY OF CHICAGO, I, MAE C. DAUM  
 C. C. T. TRUST  
 Exchange National Bank of Chicago, and

MAE C. DAUM  
 I, MAE C. DAUM, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trustee and Vice-President-Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the use and purposes therein set forth; and the said Assistant Secretary-Trust Officer then and there acknowledged that said Assistant Secretary-Trust Officer, as custodian of the corporate seal of said bank, did this the seal of said bank on said instrument as its Assistant Secretary-Trust Officer's own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of September, 1910

*[Signature]*  
 Notary Public

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDERS THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 584564  
 CHICAGO TITLE AND TRUST COMPANY, TRUSTEE  
 By *[Signature]*  
 ASSISTANT TRUST OFFICER - SECRETARY