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Form 14210-6-AA

This Indenture, Made this 1st day of September, A. D. 19 77

by and between CHICAGO TITLE & TRUST COMPANY, an Illinois corporation

not personally but as Trustee(s) Under Trust Agreement dated November 28, 1975, and known as Trust Number 1067090

(hereinafter sometimes called "Mortgagor"), party of the first part, and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, organized and existing under and by virtue of the laws of The United States of America and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter sometimes called "Trustee"), party of the second part, WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed a certain Principal Promissory Instalment Note in the Principal Sum of EIGHTY THOUSAND AND NO/100---- Dollars (\$80,000.00), bearing even date herewith, made payable to Bearer and delivered, (the identity of which note is evidenced by the certificate thereon of Trustee) which Note bears interest from date of disbursement until maturity at the rate ~~xxx~~ specified therein ~~xxx~~ and by which said Note Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, and the makers thereof other than said Trustee personally promise(s) to pay, the said principal sum and interest in the following manner to wit:

Interest only due October 10, 1977, thereafter the sum of \$648.13 due and payable on the 10th day of each and every month to and including October 10, 2006, if not sooner paid; each of said monthly payments of \$648.13 shall be applied first in payment of interest at the rate specified in said note, payable monthly on the balance of said principal sum remaining from time to time unpaid and second on account of said principal sum.

specified therein

said principal instalments bearing interest after maturity at the rate ~~xxx~~ and all of said principal and interest payments being payable in lawful money of The United States of America, at such banking house in Chicago, Illinois, as the legal holder(s) of said principal note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in the City of Chicago and State of Illinois.

NOW, THEREFORE, Mortgagor for the purpose of securing the payment of the said note and said interest in accordance with the terms, provisions and limitations of this 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 City of Chicago, County of Cook and State of Illinois, to wit:

Lot 20 in Block 6 in James Morgan's Subdivision of the North West 1/4 of Block 10 in Sheffield's Addition to Chicago in the West 1/2 of the North East 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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TOGETHER with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located or hereafter to be created on the premises above-described, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood that the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, screens, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, pipes, elevators, motors, bathtubs, sinks, air conditioning equipment, apparatus for supplying or distributing heat, light, water, power or refrigeration (including individual unit refrigerators) and all other apparatus and equipment in or that may be placed in any building now or hereafter standing on said land, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to the use of the real estate, whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be real estate and conveyed hereby) and all the estate, right, title and interest of Mortgagor of, in and to said Mortgaged Property, all of which are hereafter referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the above described Mortgaged Property with said appurtenances and fixtures unto Trustee, its successors and assigns forever, for the purposes, uses and trusts herein set forth, and for the security of the said Principal Promissory Instalment Note herinbefore described and the interest thereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the payment of said indebtedness or after any breach of any of the terms and conditions herein contained. Mortgagor further expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed on behalf of Mortgagor and each and every person acquiring any interest in or to the premises after the date hereof, and all right to retain possession of said premises after any default in the payment of said indebtedness or after any breach of any of the covenants or agreements herein contained.

In case of the failure of the Mortgagor to keep the buildings on the Mortgaged Property in good condition and repair, without waste; to make all necessary replacements; to pay any liens of mechanics or materialmen to prevent the doing of anything upon the Mortgaged Property that might impair the value thereof or the security conveyed hereby; to pay promptly and before any judgment for delinquency thereon shall be entered or any penalty imposed or suffered, all water rates, taxes, assessments (general and special) of any kind and nature whatsoever, as well as all other impositions and governmental charges of any and every kind, ordinary and extraordinary, which may be levied, assessed, charged or imposed upon the Mortgaged Property or any part thereof or upon the indebtedness secured hereby or any part thereof; or to deliver to Trustee upon the Mortgaged Property or any part thereof or upon the indebtedness secured hereby, if unpaid, increased by any interest, penalties or costs, official receipts or duplicates thereof from the public officials authorized to give the same, showing the payment of all such taxes, assessments or other impositions; then Trustee or the holder or holders of said principal note may, at its or their option, pay or settle any and all suits or claims for impositions; then Trustee or the holder or holders of said principal note, to protect the lien of this Trust Deed, with interest thereon at the rate of seven per cent (7%) per annum, shall become so much additional indebtedness secured by this Trust Deed and be included in any decree foreclosing this Trust Deed and be paid out of the rents and proceeds of sale of the Mortgaged Property aforesaid, if not otherwise paid by Mortgagor; and it shall not be obligatory to inquire into the validity of liens of mechanics or material men, or into the necessity for such repairs or replacements, in advancing moneys in that behalf as above authorized; but nothing herein contained shall be construed as requiring Trustee or the legal holder or holders of said principal note to advance or expend money for any of the purposes aforesaid. No substantial repairs or remodeling of the Mortgaged Property shall be made unless the written consent of Trustee shall first have been obtained, and Mortgagor shall have deposited with Trustee, a sum of money sufficient, in the judgment of Trustee, to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited, either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof, provided however, that in case of default hereunder said money may be applied, in the discretion of Trustee, in the reduction of the indebtedness, or any other charges then accrued or to accrue, secured by this Trust Deed. In the event of any such repairs or remodeling, and the deposit of funds by Mortgagor to be disbursed by Trustee, in payment for such repairs or remodeling, as herein provided, Trustee shall be entitled to reasonable compensation for its services, and all expenses incurred in connection therewith, which compensation and expenses shall constitute an additional charge and lien on the Mortgaged Property and an additional indebtedness secured hereby, and shall be allowed in any decree foreclosing this Trust Deed.

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In addition to the monthly payments of principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the Trustee on the due dates of the principal and interest instalments an amount equal to one-twelfth of the real estate taxes and assessments accrued or to accrue during the calendar year on the mortgaged property. For the purpose of such deposit the real estate taxes and assessments for the calendar year shall be deemed to have accrued or to accrue at the rate at which such taxes and assessments were levied and assessed for the preceding calendar year, or if not levied and assessed, then according to the amount of the taxes last levied and assessed against said premises and then ascertainable. In the event that the amount on deposit with the Trustee for any taxes on said premises become due and payable shall be less than the amount necessary to pay the taxes in any year in full, Mortgagor agrees to deposit on demand an additional amount sufficient to meet the required payment. Any deficiency in the amount of any such monthly sum for such taxes and assessments, unless made good prior to the due date of the next such monthly sum, constitutes an event of default under this Trust Deed. If the total of the payments of such sums made by the Mortgagor shall exceed the amount of payments actually made by the Trustee, for such taxes and assessments, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If there shall be a default under any of the provisions of this Trust Deed resulting in a public sale of the property hereby mortgaged, or if the Trustee or the holder of such Note acquires the property otherwise after default there shall be applied at the time of commencement of such proceedings or at the time of such other acquisition of such property any applicable share of any credit balance then remaining to the credit of the Mortgagor as a credit on the interest accrued and unpaid, and the balance to the principal then remaining unpaid under the aforesaid Note of said Mortgagor, and any excess credit to said Mortgagor shall be credited against any other liability of said Mortgagor pursuant to or secured by this Trust Deed or, if none, shall be paid to such Mortgagor.

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Office of Cook County Clerk's Office

In the event that general taxes for any year shall not have been levied and assessed against the Mortgaged Property, or if having been levied and assessed shall not have been placed in collection by proper taxing officials by the first day of May in the following year, then Mortgagor shall deposit with Trustee within thirty (30) days from said first day of May a sum equal to the amount of such taxes if levied and assessed, or if not levied and assessed, a sum equal to the amount of the general taxes last levied and assessed against the Mortgaged Property and then ascertainable. Trustee shall have the power to apply such deposit in payment of the taxes which said deposit shall have been made, subject only to the other terms, covenants and conditions in this paragraph contained. Mortgagor shall not be entitled to any interest on any of the deposits made pursuant to the terms of this paragraph or any other provision of this Trust Deed. Mortgagor may in good faith and with reasonable diligence contest the validity or amount of any such taxes, assessments or impositions, provided Mortgagor has, before any such taxes, assessments or impositions shall have been increased by any interest, penalties or costs, notified Trustee or the holder or holders of said principal note, in writing of the intention of Mortgagor to contest the validity or amount of any such payments, and provided further that Mortgagor shall have deposited as collateral and additional security for such indebtedness, with Trustee for the use of the holder or holders of said principal note, a sum of money sufficient in the judgment of Trustee to pay in full such contested taxes, assessments or impositions and all penalties and interest that might become due thereon and shall keep on deposit an amount so sufficient at all times. Upon the final disposition of such contest Trustee shall have the right at its option to apply the money so deposited, in payment of such taxes, assessments or impositions or that part thereof then unpaid, together with all penalties and interest thereon and shall return the excess, if any, to Mortgagor, if no default shall then exist under any of the terms of this Trust Deed or of said principal note. In the event that any such default shall then exist, such excess moneys shall be applied by Trustee, at its election, in reduction of the indebtedness or any other charges, then accrued or to accrue, secured by this Trust Deed. In the event the amount at such time on deposit with Trustee, is not sufficient to pay in full such contested tax, assessment or imposition, together with all accrued interest, penalties and costs, Trustee at its option may apply said moneys on said taxes, to the extent to which it may reach, but it shall not be obligated to so apply it unless and until Mortgagor shall have deposited with Trustee an amount which, with the amount so on deposit, shall be sufficient to pay in full such contested tax, assessment or imposition, together with all accrued interest, penalties and costs thereon. No duty or obligation is or shall be in any manner imposed on Trustee, to pay or see to or provide for the payment of any taxes, assessments or other charges, which may be so imposed upon said Mortgaged Property or any part thereof. In the event that Mortgagor shall fail to pay any taxes, assessments or other impositions when due, and shall not elect to file objections thereto, or having filed objections thereto shall fail to prosecute such objections with reasonable diligence, then Trustee may file or prosecute such objections in its name or in the name of Mortgagor without the consent of Mortgagor, and in such event Trustee shall be entitled to reasonable compensation, including the compensation of attorneys and appraisers, and all expenses incurred therein, which compensation and expenses Mortgagor agrees shall constitute an additional charge and lien on the Mortgaged Property and an additional indebtedness secured hereby, and shall be allowed in any decree foreclosing this Trust Deed as hereinbefore provided.

If a default occurs in any of the terms hereof or of said principal note or of any installment, either of principal or interest, Trustee may at its option, and shall on written application by the holder or holders of said principal note notwithstanding the pendency of said objection, apply any deposit made pursuant to the terms of the preceding paragraph in reduction of said indebtedness or any other charges then accrued or to accrue, secured by this Trust Deed, or continue to hold and use such deposit for the payment of such taxes, assessments or impositions. If Mortgagor shall exercise the right to contest any tax, assessment or imposition or shall make deposit of money in any decree foreclosing this Trust Deed as hereinbefore provided, such deposit shall be held and used exclusively as herein provided and shall be irrevocably appropriated by Trustee for such purposes and shall not be subject to the direction or control of Mortgagor.

In case said Mortgaged Property is sold for the nonpayment of any tax, assessment or other imposition, Trustee or the holder or holders of said principal note, may sell said Mortgaged Property from any such sale or purchase any such tax certificate or tax title and all moneys paid by Trustee or the holder or holder of said principal note for the payment of any taxes, assessments or impositions or for the redemption of said Mortgaged Property from any tax sale as above provided and all other moneys disbursed by Trustee or the legal holder or holders of said principal note, to protect the lien of this Trust Deed, with interest thereon at the rate of seven (7) per centum per annum, shall become so much additional indebtedness secured by this Trust Deed, and be included in any decree foreclosing this Trust Deed and be paid out of the rents, and proceeds of sale of the Mortgaged Property and an additional indebtedness secured hereby, and shall be allowed in any decree foreclosing this Trust Deed as hereinbefore provided, but nothing herein contained shall be construed as requiring Trustee or the legal holder or holders of said principal note to advance or expend money for taxes, special assessments or other impositions or for any other purpose aforesaid. In case Trustee or the holder or holders of said principal note, shall acquire any certificate of sale or tax deed as aforesaid, Trustee or such holder or holders may at its or their option assert said certificate of sale or tax deed as a lien prior to the lien of this Trust Deed and prior to the rights of Mortgagor and the successors and assigns of said party, in the same manner as any other person or corporation might do.

Mortgagor shall keep all buildings, equipment and fixtures constituting the Mortgaged Property or any part thereof insured against loss or damage by fire and lightning with extended coverage (and windstorm and hail if not included in extended coverage) or other casualty, in such amounts and with responsible insurance companies acceptable to the Trustee or holder(s) of the principal note secured hereby, (but such coverage shall in no event be less than 80% of the insurable value hereof), and all sums recoverable under such policies shall be payable to Trustee by the mortgagee or trustee clause known as Chicago Standard of Underwriters Standard Form to be attached to such policies, and all such policies shall be delivered to Trustee. In case of failure to insure as hereinbefore provided, Trustee, or the holder or holders of said principal note, may procure such insurance, and all moneys paid therefor, with interest thereon at the rate of seven (7) per centum per annum shall become so much additional indebtedness secured by this Trust Deed, but it shall not be obligatory upon Trustee or any holder of said note, to advance or pay for such insurance in case of such failure to insure. In case of foreclosure of this Trust Deed, the court in its decree may provide that the trustee clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause be attached thereto making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Trustee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the holder of the certificate of sale, or to take such other steps as Trustee may deem advisable, to cause the interest of the holder of the certificate of sale to be protected by any of the said insurance policies. In case of loss Trustee, the holder(s) of the principal note, or the holder or holders of said principal note, are authorized to settle and adjust any claim under any such policies without consent of Mortgagor, or to allow Mortgagor to agree with the insurance company or companies as to the amount to be paid upon the loss. In either case the holder of the policy or policies is authorized to collect and receipt for any such insurance money and apply in reduction of the indebtedness secured hereby, and may also collect and receipt for any such insurance money or any part thereof, in repairing the damage or restoring the building or improvements without in any way affecting or setting aside the lien secured by the full amount secured hereby. In case of loss after foreclosure proceedings have been instituted the proceeds of any such insurance policy or policies, if not applied as aforesaid in repairing or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in such proceedings and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct.

In case of any advances made by Trustee pursuant to the provisions of this Trust Deed, such advances shall be prior and superior to the lien of the indebtedness secured hereby, and no notice of such advances need be given to the holder or holders of the principal installment note.

Any person liable for or who shall have assumed the payment of said note, hereby consents to the extension of the time of payment of the note secured hereby or of any installment thereof, that shall be granted by the holder or holders of said note, at any time or times, or any indulgences granted to any subsequent owner of the Mortgaged Property, and hereby expressly waives any notice of such extension or indulgences, and shall, notwithstanding such extension or indulgences, continue liable thereon to the holder or holders thereof, and shall pay the same when due, whether due by the terms of such extension or indulgences or by acceleration of maturity as herein and in said note provided.

If default be made in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of a breach of any of the terms or conditions herein contained, to be performed by Mortgagor, or caused by Mortgagor, or if the buildings and improvements on said Mortgaged Property shall be destroyed or materially damaged by fire or other casualty, then the whole of said principal sum hereby secured shall, at once, at the option of Trustee or of the holder or holders of said principal note, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor. Thereupon the legal holder or holders of said principal note, or Trustee, for the benefit of the legal holder or holders of said note, shall have the right immediately to foreclose this Trust Deed, and apply the fine of any complaint for that purpose, the court in which such complaint is filed may at any time thereafter, either before or after sale, and without notice to Mortgagor, appoint a receiver for the Mortgaged Property and the rents, issues and profits thereof, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor, and hereby expressly waives the filing of any plaintiff's bond when required by statute or otherwise. Such receivership shall continue after decree and foreclosure sale, irrespective of whether or not there shall be a deficiency decree and shall extend to the end of the redemption period regardless of whether or not there shall be a redemption (by any person who is sever) made from such sale, and until the master's deed shall have been executed and recorded, or registered, as the case may be. Any such receiver shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties that might be exercised by Trustee in case of entry as hereinbefore provided. The court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) amount due upon the indebtedness secured hereby; (2) amount due upon any decree entered in any suit foreclosing this Trust Deed; (3) insurance of the improvements upon the Mortgaged Property; or (4) taxes, special assessments or any other lien or charge upon the Mortgaged Property that may be or become superior to the lien of this Trust Deed or of any decree foreclosing the same. Mortgagor consents to the appointment of an officer or employee of, or any other person designated by Trustee, or its successors, as trustee, as such receiver.

In case of foreclosure of this Trust Deed by Trustee, or by the holder or holders of said principal note, in any court of law or equity, a reasonable sum shall be allowed for the services of Trustee herein and for the attorneys' and stenographers' fees of the plaintiff therein, and also for all outlays for documentary evidence and the cost of a complete abstract of title to the Mortgaged Property or title guaranty policy or Torrens certificate, and for an examination or opinion of title for the purpose of such foreclosure, and in case of any other suit or legal proceeding wherein Trustee or the holder or holders of said principal note, shall become or be made a party thereto by reason of this Trust Deed, their costs and expenses and the reasonable fees and charges of the attorneys of Trustee and of the holder or holders of said principal note, so made parties for services in such suit or proceeding, shall be a further lien and charge upon the Mortgaged Property under this Trust Deed, and all such Trustee's, attorneys', and stenographers' fees, costs, expenses and other charges shall be so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Trust Deed.

There shall be included in any decree foreclosing this Trust Deed and be paid out of the rents or proceeds of any sale made in pursuance of such decree: (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys', stenographers' and Trustee's fees, outlays for documentary evidence, and the cost of said abstracts, title guaranty policies, Torrens certificates, and examination or opinion of title; (2) all the moneys advanced by Trustee or any one or more of the holders of said principal note, for any purpose authorized in this Trust Deed, with interest at the rate of seven (7) per centum per annum on such advances; (3) all accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to Mortgagor or the successors or assigns of said party, as the court may direct. It shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. These conditions and the action of the court by virtue hereof, and the various rights, powers, options, elections, appointments, and remedies contained in this Trust Deed shall be construed as cumulative and none of them as exclusive of the others or of any rights or remedies allowed by law.

In case of application to foreclose this Trust Deed, and prior to commencement of the proceedings, or in case, after a complaint is filed for foreclosure of this Trust Deed and prior to the entry of a decree, tender is made of the entire indebtedness due as herein provided, the holder or holders of said principal note, or the owner or owners of any indebtedness due hereunder, shall be entitled to reimbursement for all expenses incurred in connection with the preparation or filing of such complaint to foreclose, including attorneys' and stenographers' fees, and all outlays for documentary evidence, cost of abstract of title, guaranty policy, or Torrens certificate and examination or opinion of title for the purpose of such foreclosure, and all such expenses shall be so much additional indebtedness and secured by this Trust Deed.

In any case in which under the provisions of this Trust Deed the Trustee has a right to institute foreclosure proceedings, Mortgagor may pay to Trustee, upon its demand, for the benefit of the holders of the note hereby secured and then outstanding, the whole amount then due and payable on such note for principal and interest, with interest on the overdue instalments of principal and interest at the rate of seven (7) per

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IN WITNESS WHEREOF, said CHICAGO TITLE & TRUST COMPANY not personally but as Trustee(s) as aforesaid, hereinbefore called Mortgagor, has caused this instrument to be signed in its name and behalf by its ASST. VICE President and its corporate seal to be hereunto affixed, attested by its ASST. Secretary as of the day and year first above written.

.....(Seal)
.....(Seal)
Chicago Title & Trust Company.....(Seal)
As Trustee(s) as aforesaid and not personally

By *Arlene M. Katalinic*
ASST. VICE President

ATTEST
By *Mercedes Martuff*
ASST. Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS
I, MARTY RIVERA
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
ASST. VICE President of Chicago Title & Trust Company, an Illinois corporation, and ASST. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and ASST. Secretary, 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 corporation, as Trustee, as aforesaid for the uses and purposes therein set forth and caused the corporate seal of said corporation to be affixed thereto as their own free and voluntary act and as the free and voluntary act of said corporation as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this
September D. D. 1977

Marty Rivera
Notary Public

My commission expires 6/18/81

This instrument prepared by
attorney should be returned to:
The First National Bank of Chicago,
One First National Plaza
Chicago, IL 60670

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BOX 305
TRUSTEE(S)
Trust Deed
FOR INSTALMENT NOTE

Chicago Title & Trust Company, as
Trustee under Trust Agreement dated November 28, 1975 and known as Trust Number 1067090 R. E. No. 45249

as Trustee(s)
TO

The First National Bank of Chicago
Trustee

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.

The First National Bank of Chicago,
Trustee,

By.....
Res. Exec. or Other

R. E. No. REO 45249

ADDRESS OF PROPERTY

2123 North Racine Avenue

Chicago, Illinois 60614

The above address is for reference purposes only and does not constitute a part of this Trust Deed.

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END OF RECORDED DOCUMENT