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681,0062
14-07-408-085

TRUST DEED

1700

As to record
3/19/81

THIS INDENTURE made December 15, 1980, between LAKE VIEW TRUST AND SAVINGS BANK, an Illinois corporation, 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 November 28, 1980 and known as Trust 5929, herein referred to as "Bank", and STANLEY WELBER, herein referred to as "Trustee", and in the event of his death, resignation or refusal to act, MICHAEL J. FRIEDMAN as Successor Trustee, witnesseth:

THAT, WHEREAS, the Bank has concurrently herewith executed an Installment Note bearing even date herewith in the principal sum of EIGHTY THOUSAND AND NO/100 (\$80,000.00) DOLLARS, made payable to EDER INSTRUMENT CO., INC., and has delivered, in and by which said Note the Bank promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the same principal sum and interest from December 15, 1980 on the balance of principal remaining from time to time unpaid at the rate of twelve per cent (12%) per annum in installments as follows: Nine Hundred Sixty and 14/100 (\$960.14) Dollars on the 1st day of February, 1981, and Nine Hundred Sixty and 14/100 (\$960.14) Dollars on the 1st 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 January 1, 1986. All such payments on account of 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 eighteen per cent (18%) per annum, and all of 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 EDER INSTRUMENT CO., INC., 5645 North Ravenswood Avenue, Chicago, Illinois 60660, in said City, County and State.

NOW THEREFORE, the Bank 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 also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these Presents, grant, remise, release, alien and convey unto the Trustee, his successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

(See Exhibit A attached)

commonly known as 5115 North Ravenswood Avenue, Chicago, Illinois which, with the property hereinafter described, is referred to 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 the Bank, its successor 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, floor coverings, 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 the Bank or its successors or assigns shall be considered as constituting part of the real estate.

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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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the Bank, 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 lien 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 ordinances 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 note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which the Bank 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights 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 note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 prior lien or 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 by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each 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 any 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 procured from the appropriate public office 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.

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3. At the option of the holders of the note and without notice to the Bank, 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 instalment of principal or interest on the note, or (b) in the event of the failure of the Bank 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 at 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 evidence, stampers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, 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 reasonably necessary 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, claimant or defendant, by reason of this trust 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 whether or not actually commenced; or (c) 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to the Bank, its legal representatives 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 solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for 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 homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power 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 during any further times when the Bank, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation

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of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing 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 cash 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 the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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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 thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept 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 identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the Bank; and where the release is requested of the original trustee and it has never executed a certificate of any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the Bank.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of 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 of Deeds 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. Each right, power and remedy herein conferred upon the Trustee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Trustee, and the exercise or beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

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12. The Bank hereby assigns, transfers and sets over unto the Trustee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. So long as the lease with Tenant is in full force and effect and the Tenant thereunder is not in default and provided that such taking does not result in the termination or cancellation of said lease or give the lessee the right to cancel such lease and provided further that the premises require rebuilding or restoration, and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Trust Deed for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Trustee. In all other cases, the Trustee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Trustee. In the event said proceeds are made available for rebuilding or restoration, either by the election of the Trustee as aforesaid, or by virtue of such lease, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph 11 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Trustee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof shall be by certified mail addressed to the Bank at: 3201 North Ashland Ave., Chicago, Illinois 606 , or to the Trustee at: 5645 North Ravenswood , Chicago, Illinois 60660, or at such other place as any party hereto may, by notice in writing, designate as a place for service of notice, shall constitute service of notice hereunder. In addition, any notice to the Bank shall be deemed to be notice to the Beneficiary.

14. The Bank shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waives the benefits of such laws. The Bank, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and acknowledges that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. The Bank does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed or on behalf of itself, the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the Bank in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subject to the date of this Trust Deed.

15. If any part or all of the premises is sold, assigned, conveyed, transferred, encumbered, mortgaged, hypothecated (or if the beneficial interest in any land trust now or hereafter holding record title to the trust is assigned) without the Trustee's prior written consent, the Trustee may at its option, declare all sums secured by this Trust Deed to be immediately due and payable.

16. Notwithstanding any of the provisions contained herein, if the Bank shall be in default of any of such provisions, the Trustee shall not declare the indebtedness to be due and payable unless the Trustee shall first give the Bank notice of such default. In the case of a default in the failure to pay the installment of principal and interest, the Trustee shall give the Bank fifteen (15) days prior notice and in all other cases the Bank shall have thirty (30) days after the giving of notice in which to cure the same, except that if such default shall not be susceptible of cure within said thirty (30) day period, the Trustee shall not

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declare the indebtedness to be due and payable if the Bank shall, within such thirty (30) day period, commence the cure of such default and shall prosecute the same with diligence and without unreasonable delay until the same is cured and corrected; provided that any abandonment or unreasonable delay in the prosecution of the cure of such default shall give the Trustee the right to declare the indebtedness to be due and payable.

17. A. The Bank shall continuously maintain hazard insurance of such type or types and amounts as the Trustee may from time to time require, on the improvements now or hereafter on said Premises, in an amount at least equal to the indebtedness hereby secured, and except when payment for all such premiums has heretofore been made, the Bank shall promptly, when due, pay any of such premiums. All insurance shall be carried in companies approved by the Trustee and the policies and renewals thereof shall be held by the Trustee and have attached thereto loss payable clauses in favor of and in the form acceptable to the Trustee. In the event of loss the Bank shall give immediate notice by mail to the Trustee who may make Proof of Loss if not promptly made by the Bank, and each insurance company concerned shall be authorized and directed to make payment for such loss directly to the Trustee and the Bank jointly, and the insurance proceeds, or any part thereof, at the option of the Trustee, may be either used to reduce the principal indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Trust Deed, or any other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Bank in and to any insurance policies then in force shall pass to the purchaser or grantee.

B. If at any time the hazard insurance to be procured by the Bank shall not be furnished to the Trustee or the holder of the note or such insurance shall be cancelled and the Trustee has evidence that adequate hazard insurance has not been furnished to it, the Trustee may, at its option, procure sufficient hazard insurance to insure its interest herein and charge the Bank with the premiums incurred by reason of such insurance being procured by the Trustee.

18. In addition to the payments of principal and interest to be paid in the reduction of the principal indebtedness secured hereby, the Bank shall pay to the Trustee or the holder of the note evidencing the indebtedness, a sum equal to 1/12th of the estimated real estate taxes and insurance premiums for hazard insurance, such estimates shall be made solely by the Trustee. Such deposits shall be paid to the Trustee or the holder of said note at the time when the Bank is required to make payment of principal and interest.

19. The principal indebtedness secured herein may be prepaid by the Bank at any time hereafter without penalty and upon such prepayment, the Trustee shall execute and deliver the requisite releases so as to release this Trust Deed and all liens created hereby.

20. This Trust Deed is executed by LAKE VIEW TRUST AND SAVINGS BANK of Chicago, not personally, but as Trustee under the Trust aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE VIEW TRUST AND SAVINGS BANK 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 the Trustee or on the LAKE VIEW TRUST AND SAVINGS BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee and every person now or hereafter claiming any right or security hereunder, and that so far as the

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Bank and its successors and the LAKE VIEW TRUST AND SAVINGS BANK 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 said note provided or by an action to enforce the personal liability of the Guarantor, if any.

21. Beneficiary shall furnish to Trustee, within ninety (90) days after the close of each calendar year, such annual operating statements of income and expenses as Trustee shall request.

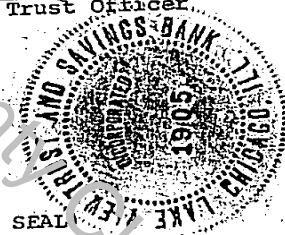
IN WITNESS WHEREOF, LAKE VIEW TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid, has caused these Presents to be signed by its Vice-President, Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier - Trust Officer the day and year first above written.

LAKE VIEW TRUST AND SAVINGS BANK as Trustee as aforesaid and not personally

By [Signature]
Vice-President - Trust Officer

ATTEST:

[Signature]
Assistant Cashier - Trust Officer



(CORPORATE SEAL)

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Sidney H. Olson

RECORDER OF DEEDS

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1901 MAR 11 AM 9:00

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1901 JAN 21 PM 2:20

Sidney H. Olson
RECORDER OF DEEDS
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REACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, HANS G. FLADJG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHLOE ARLAN VICE, President of LAKE VIEW TRUST AND SAVINGS BANK and G. R. REINHARD, Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and 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 uses and purposes therein set forth; and the said G.R. REINHARD Trust Officer then and there acknowledged that HE as Custodian, the sale of said Bank to said instrument as HIS 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 6th day of MARCH, A.D. 1981.



Hans G. Fladig
NOTARY PUBLIC

Commission Expires: 11/14/84

THIS TRUST DEED IS TO BE RECORDED TO REFLECT THE CHANGE IN TRUSTEE ON PAGE 1.

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The South 2 feet 6-3/4" of Lot 21 and all of Lots 22 and 23 in Fitch's Subdivision of the West 99 feet of Lot 9, all of Lots 10, 11, 12 and 13 in Block 2 in Andersonville Subdivision of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, commonly known as 5115 North Ravenswood Avenue, Chicago, Illinois

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Property of Cook County Clerk's Office

EXHIBIT A

END OF RECORDED DOCUMENT