\cap	٠
-1	\
(1)	١
VI .	-}
//	- 1

Q

25130436

TRUST DEED Trustee Form

TERRITORIA DE LEGICA DE LEGICA DE ENCAMENTA EN LA PROPERCIA DE LA PROPERCIA DEL PROPERCIA DE LA PROPERCIA DEL PROPERCIA DE LA PROPERCIA DEL PROPERCIA DEL

THIS INSTRUMENT WAS PREPAREL LERUY A.

SHOUL NATIONAL BANK

LAKE SHORE NATIONAL BANK-----

مور£6061 (Chicaso, ILL August 8. not personally but as trustee of a certain trust (hereinafter called the "Trust") created by a trust agreement dated (hereinafter called "Mortgagor") to secure ----- and known as trust number 42.73

the payment of the indebtedness hereinafter described hereby CONVEYS to THE LAKE SHORE NATIONAL

BANK, a National Banking Association (hereinafter called the "Trustee") certain real estate located at 3001 North Oakley Avenue, Chicago, Illinois

and bearing the following description:

Lots 32 to 36 both inclusive in Block 4 in Clybourn Avenue Addition to Lake View and Chicago in the North West Quarter of Section 30, Township 40 North, Fange 14, East of the Third Principal Meridian in Cook County, Illinois.

COOK COUNTY, LELING FILED FOR RECORD

5 179 9 og AM PERSONAL PROPERTY AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION

*25130436

(which together with the property immedia.e), hereinafter described, is referred to as the "mortgaged property"),

(which together with the property immediate), sereinalter described, is reterred to as the "mortgaged property"),

TOGETHER WITH all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now be reafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation; and together with any other fixtures, equipment, machinery or other property now or hereafter placed on the above described property which shall be erglo, ed in connection with the operation, use, occupancy or enjoyment of the above described property; and together with all rents issues and profits of the above described property. All the above described property is declared to form part and parcel of the real extars whether physically attached thereto or not, shall for the purposes of this Trust Deed be deemed to be a part of the real estate, and shall be subject to the mortgage created by this Trust Deed. It is agreed that all buildings, improvements, equipment, fixtures and any other reperty of any type described above hereafter placed on the real estate described above shall be deemed to be a part of the mortgaged poperty and shall be fully subject to the mortgage created by this Trust Deed. It is agreed that

TO HAVE AND TO HOLD the mortgaged property unto the Trust e, its successors and assigns forever, for the purposes, and upon the uses and trusts set forth in this Trust Deed.

THIS TRUST DEED HAS BEEN GIVEN TO SECURE:

(a) The payment of a certain note (hereinafter called the "Note", execute to Lake Shore National Bank not personally but as trustee of certain trust dated August 8, 979 and known as Trust 4273 dated August 22, 1979 _ , and made payable to the orum of the LAKE SHORE NATIONAL BANK in the -----(\$154,000.00

(b) The payment of the amount of all expenses which may be incurred and payment which may be made by the Trustee or the Holder for purposes authorized by any provision of this Trust Deed including all amounts and and expenses incurred by the Holder or Trustee for the purposes specified in paragraphs 5, 6 or 9 of this Trust Deed.

or Trustee for the purposes specified in paragraphs 5, 6 or 9 of this Trust Deed.

DEFINITIONS: (a) The term "Holder" refers to the person who shall be the legal holder of the Note at the time as of which the term shall be applied. For any period during which two or more persons shall be the legal holders of the Note, the term "Holder" shall be read "Holders" and all singular word forms used in connection with the term "Holder" shall be dee med to be plural word forms where context and construction so require. (b) The term "Default Interest Rate" means a simple interest refered annum. (c) The Note, this Trust Deed, and any other writing (whether heretofore made or hereafter executed "which by its terms secures or contains agreements with respect to all or any part of the indebtedness evidenced by the Note are each sometimes hereinafter referred to as a "Mortgage Instrument". (d) The term "Beneficiary" means each person who at the time as of which the term shall be applied shall have any interest of any kind in the Trust (whether as beneficiary, collateral assignee or otherwise) or shall have any right (whether joint or several) to exercise the power of direction with respect to the Trust. Each person who was a beneficiary of the Trust or who had a joint or several right to exercise the power of direction with respect to the Trust on the date of this Trust. See is hereinafter referred to as an "Initial Beneficiary". (e) The term "impositions" means all general real estate taxes, special assessments, water and sewer charges and all other taxes and charges against the mortgaged property or against the Holder's or Trustee's interest under this Trust Deed, under the Note, or under any other Mortgage Instrument, ordinary as well as extraordinary, unforeseen as well as foreseen, of every kind and nature whatsoever, including but not limited to assessments for local improvements and betterments. (f) The term "Obligor" means any person other than Mortgagor who shall be a maker of the Note, who shall have guaranteed paym owing under the Note or secured by this Trust Deed.

MORTGAGOR REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

MORTGAGOR REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

1. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do any of the following: (a) to keep the mortgaged property in good condition and repair; or (b) to keep the mortgaged property free of any mortgage, mechanic's lien, or other lien or encumbrance or claim of mortgage, lien or encumbrance except for mortgages, liens, and encumbrances clearly subordinate to the mortgage created by this Trust Deed or which shall have been in each case expressly permitted by the Trustee or the Holder in writing; or (c) to appear in any proceeding which in the opinion of the Trustee or the Holder in writing; or (c) to appear in any proceeding which in the opinion of the Trustee or the Holder in writing; or (c) to appear in any proceeding which in the opinion of the Trustee or the Holder may affect the mortgage created by this Trust Deed or at the sole expense of persons other than the Trustee and the Holder, to take all steps necessary to protect, maintain or defend the primacy, enforceability and validity of the mortgage created by this Trust Deed or at the sole expense of persons other than the Trustee and the Holder to do, make, execute and deliver any acts, things, assurances and writings which the Holder or the Trustee may require to protect, defend, or make more secure the mortgage interest created by this Trust Deed; or (d) to pay when due any indebtedness or obligation which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the mortgaged property to the mortgage created by this Trust Deed, and upon request to exhibit satisfactory evidence of the payment of any such equal or senior mortgage, lien, other encumbrance or charge to the Trustee or the Holder; or (e) to complete within a reasonable time any buildings or other improvements now or at any time in the process of rection upon the mo

UNOFFICIAL COPY

- 2. Although Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred under this Trust Deed if Mortgagor shall fail to do either of the following: (a) to keep all buildings, improvements, and betterments now or hereafter upon the mortgaged property insured against loss or damage by fire, lightening, windstorms, malicious mischief, vandaism, extended coverage hazards, and such other hazards (including hazards not now contemplated) as the Trustee or the Holder may require to be insured against until the indebtedness secured by this Trust Deed is fully paid, or in case of foreclosure, until expiration of the redemption period, in an amount sufficient either to pay the full replace cost of all such buildings, improvements and betterments, or to pay in full the indebtedness secured by this Trust Deed, or (b) to provide liabilities insurance covering such liabilities (including liabilities which may arise under any law relating to intoxicating liquor) and with such monetary limits as the Trustee or the Holder may require. Mortgagor shall have the right to choose the companies, agents and brokers from which any insurance required under the terms of this Trust Deed shall be obtained, provided, however, that the Trustee and the Holder shall each have the right to disapprove for reasonable cause any company, agent or broker selected by Mortgagor. Policies for the hazard and liability insurance required under this Trust Deed shall be delivered to and shall remain with the Holder and in the case of insurance about to expire, renewal policies shall be delivered to the Holder not later than ten (10) days prior to the respective dates of expiration. Each hazard insurance policy shall contain a mortgage clause in a form satisfactory to the Holder making the given policie yapable to the Trustee for the benefit of the Holder, shall not contain any contribution clause, and shall by its terms not be subject to cancellation or material alteration in t
- authorit d pay out any and all insurance proceeds in accordance with the Holder's direction.

 3. A' not sh Mortgagor shall not be personally obligated to do any of the things specified in this paragraph, a default shall be deemed to have occurred ur fer ais Trust Deed if Mortgagor shall fail to do either of the following: (a) to pay to the Holder each month a sum specified by the Holder and estimated ov the bolder to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the mortgaged property for the year in whic' tro deposit is made, or (b) to pay such additional amount ach month as the Holder may specify in order to provide funds for the payment of all spe ial sessments, other impositions and premiums for insurance specified in paragraph 2 which shall be designated in the Holder's written request and which is, the Holder's estimation may fall due or accrue within the next succeeding year. No trust or other fiduciary relationship shall be deemed to exist between the Polder and any other person by reason of the making of the deposits provided for in this paragraph 3. The Holder shall not have any obligation of any 1 nd 1 pay any interest or other return on any funds deposited pursuant to this paragraph 3 (regardless of whether the Holder may pay any interest or return on milar deposits made by other persons). Such deposits may be comminged with the Holder's own funds, and, except as expressly set forth herein, the Hidder shall not be obligated to comply with any request of Mortgagor or any other person with respect to the use, investment or disposition of any such deposits. It is Trustee and the Holder are hereby authorized to pay all taxes, special assessments, other impositions and insurance premiums as charged or bill d with yut inquiry as to accuracy of validity and regardless of whether or not such payment is requested by Mortgagor. The Holder shall not, however, be obligated to apply any amounts deposited pursuant to this paragraph to the payment of any tax, spec
- 4. A default shall be deemed to have occurred under this Trust Deed if any of the following shall occur in the absence of the prior written consent of the Trustee or the Holder: (a) the mortgaged property shall be asked for any purpose other than that for which it was used on the date of this Trust Deed; or (b) there shall be any substantial alterations or additions of a centilition, removal or sale of any building, improvement, fixture, appurtenances, machinery or equipment now or hereafter upon the mortgaged property except as may be required by law; or (e) there shall be any purchase, lease or agreement under which title or any security interest not expressly suboding the following property or the property or equipment to be placed in or the policy of the property of the mortgaged property; or (d) any zoning reclassification or variance shall be requested by or on behalf of Mortgage or any Beneficiary; or (e) any unlawful use or nuisance shall exist upon the mortgaged property; or (f) Mortgagor, any Beneficiary or any person who shall occupy or use the mortgaged property shall fail to comply with any law, regulation, ruling, ordinance, order or any other requirement imposed by any governmentation other competent authority relating to the mortgaged property or shall fail to comply with any restriction, covenant or condition relating to the mortgaged property.
- 5. The Trustee and the Holder are hereby authorized (but shall not be required) to make in pragment and to perform in any manner deemed expedient any act described in paragraph 1 or 2 of this Trust Deed which shall not have been made or performed by Mortgagor at the time or in the manner necessary to prevent a default under the terms of paragraph 1 or 2. The Trustee and the Holder authorized to make any payment and to perform any act which either of them may deem necessary to prevent a default under the terms of paragraph 1 or 2. The Trustee and the Holder includes to the interest of make any payment and to perform any act which either of them may deem necessary to establish, protect or defend the mc. tg. cc cated by this Trust Deed, or the value thereof, or to protect or maintain the value of the mortgaged property or to establish, protect, or defend it e.v. div of the Note or to establish or enforce the liability of any Obligor on the Note. The authority hereby granted to the Trustee and the Holder includes by its n. (limited to the right to make full or partial payments of principal, interest or other charges at any time due or claimed to be due on any mortgage controlled to the right to make full or partial payments of principal, interest or other charges at any time due or claimed to be due on any mortgage controlled to the right to purchase, discharge, clear off, compromise or settle an tax inen or other equal or senior lien or title or any claim to any such equal or senior lien or title; the right to contest any tax or assessment; and the right to purchase the mortgaged property or any premium for any insurance described in paragraph 2; the right to contest any tax or assessment; and the right to purchase the mortgaged property or any permium for any insurance described in paragraph 2; the right to contest any act or seeds and the Hold. In the holder or the Holder or the Holder in connection with any action taken and of all payments are by the Holder or the Holder in connection with any action taken and
- 6. The Trustee and the Holder or both of them, at their discretion, are hereby authorized to employ counsel for advice and other legal services, to employ other persons, and to take such other action and incur such other expenses as may appear necessary or prudent to either of them in connection with any action which the Trustee or the Holder is authorized to take under any of the provisions of this Trust Deed or in connection with any litigation, proceeding, negotiation, transaction or dealing in which either the Trustee or the holder may become concerned or involved because of its interest under this Trust Deed or under the Note, including but not limited to: (a) participation in any proceeding (including bankruptcy proceedings) to which either the Trustee or the holder may be made or may have a right to become a participant by reason of its interest under this Trust Deed or the Note; (b) participation (whether as plaintiff, defendant, claimant, intervenor, witness or otherwise) in any proceeding, negotiation, or transaction which may affect to any interest in the mortgaged property or which may in any way affect or question the Holder's right to receive and/or to retain payment of the amount which the Holder shall determine to be due under the Note or under the provisions of this Trust Deed or which may in any way affect or question the validity, enforceability, or priority of the mortgage created by this Trust Deed; (c) the initiation and/or maintenance of any judicial or administrative action reasonably deemed necessary by the Holder to establish or protect the validity, enforceability or priority of the mortgage created by this Trust Deed; (d) any other action of any kind taken at the invitation or request of Mortgagor or any Beneficiary or of any assignee, grantee, or other successor of Mortgagor or any person who may claim title to or an interest in the mortgaged property under or through Mortgagor including but not limited to the making of any special arrangements, the waiver of any rights under any Mo
- 7. For the purposes of this Trust Deed, a "Material Default" shall be deemed to have occurred if: (a) any payment which shall become due to the Trustee or the Holder under the terms of the Note, this Trust Deed or any other Mortgage Instrument shall not be paid when due; or (b) Mortgagor shall fail to make any payment or to do any act and such failure shall constitute a default under the provisions of paragraph 1, 2 or 3 hereof or any default shall occur under paragraph 4 or 17 hereof; or (c) any warranty, representation, statement or report made, or given at any time to the Trustee or the Holder by or on behalf of Mortgagor or any Obligor shall have been false in any material respect when given or furnished; or (d) there shall be any execution or levy on, the institution of any suit to foreclose any mortgage, lien or other encumbrance against, or any seizure, attachment, forced sale or forfeiture of all or any part of the mortgaged property; or (e) any proceeding shall be instituted by or against any Obligor under any chapter of the federal Bankruptey Act, or under any insolvency law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or (f) any Obligor shall die or shall make any assignment for the benefit of creditors or or consent to the appointment of a receiver for any Obligor or for all or any part of the mortgaged property; or (g) any Obligor or all or any part of the mortgaged property shall be placed under the control

UNOFFICIAL COPY

or in the custody of any court or other governmental authority or of a receiver or trustee; or (h) the mortgaged property or any part thereof shall be vacated or abandoned. Upon the occurrence of any Material Default and at any time thereafter, the Holder shall have the right at the Holder's election, without notice of such election, without affecting the validity, enforceability, or priority of the mortgage created by this Trust Deed to declare all unpaid principal and accrued interest under the Note and all other amounts secured by this Trust Deed immediately due and payable whereupon all such principal, interest and other amounts shall without notice or demand become immediately due and payable.

- 8. At any time after the entire principal balance of the Note shall have become due (whether by reason of acceleration or otherwise), and regardless of whether or not a Material Default shall have occurred, the Trustee and the Holder shall have the right to do any or all of the following: (a) to foreclose the mortgage created by this Trust Deed in any manner permitted by law; (b) to institute appropriate legal action for the appointment of a receiver and for any other relief permitted by law; and (c) to exercise all other rights which may accrue to the Holder or to the Trustee under or by reason of the provisions of any Mortgage Instrument or under law.
- 9. The Trustee and the Holder shall be entitled to reimbursement for all costs and expenses (hereinafter called "Foreclosure Expenses") incurred by the Trustee or by the Holder subsequent to the occurrence of a Material Default in connection with foreclosure proceedings or in connection with the exercise of any other action authorized in paragraph 8 of this Trust Deed and to receive interest at the Default Interest Rate from the date each of such costs and expenses shall be paid by the Trustee or the Holder on the amount of such costs and expenses remaining from time to time unreimbursed. The Foreclosure Expenses shall include but shall not be limited to: attorneys' fees, purpaiser's fees, outlays for documentary and expert evidence, tenographer's charges, publication costs, sheriff's costs and fees, costs (which may be estimated as to items to be expended after entry of a foreclosure decree) of procuring all minutes of foreclosure, abstracts of title, title charges and examination, title insurance, Torrens certificates, and such similar data. Assurance with respect to title as the Trustee or the Holder may deem reasonably necessary either to prosecute a foreclosure suit or to evidence to bit'rs at any sale which may be had pursuant to such a suit the true condition of the title to or the value of the mortgaged property. The Foreclusure F. queries, all principal amounts for which the Trustee or the Holder is or shall be entitled to reimbursement under the provisions of this Trust Deed, such to the such as the such as
- 10. The proced of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, to accrued interest on the foreclosure decree; second, to all Foreclosure Expenses and all other amounts secured by this Trust Deed additional to amounts evidenced by the Note and "accrued interest thereon; third, to all principal and accrued interest remaining unpaid on the Note; and fourth, any overplus to Mortgagor.
- 11. Upon, or at any time of the filling of a foreclosure suit under this Trust Deed, the court in which such suit is filed may appoint a third party as receiver of the mortgaged property or "with the consent of the party appointed, appoint the Holder or Trustee as receiver or as mortgagee in possession. The appointment may be made ether before or after sale, without notice, without regard to the solvency or insolvency of any Obligor at the time of application for such receiver or mort agee in possession and without regard to the solvency or insolvency of any Obligor at the time of application for such receiver or mort agee in possession and without regard to the solvency or insolvency of any Obligor at the time of application for such receiver or mort agee in possession shall have all powers which may be necessary or are usual in such cases for the protection, possession, control, in magement and operation of the mortgaged property, including but not limited to the power to do any or all of the following: To enter upon and taken or significant of the mortgaged property; to provide insurance against such risks and in such amounts as the receiver or mortgage in possession may decreased ration of the mortgaged property; to such persons, for such terms (whether or not extending beyond the probable period of possession) and to collect the receiver or mortgaged property (including those which shall be overdue) during the pendency of the foreclosure suit and, in case of a sale und a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times during when the intervention of such receiver or mortgage in possession by the receiver or mortgage in possession, but the receiver or mortgaged property shall be terminated by the entry into possession by the receiver or mortgage in possession, but the receiver or mortgaged property shall be terminated by the entry into possession by the receiver or mortgagee in possession, but the receiver or mortgaged prope
- be applied only against any deficiency remaining after such sale.

 12. Mortgagor hereby pledges and assigns to the Trustee and the Holder 10 cents payable under any lease of all or any part of the mortgaged property or any interest therein. While it is the intention of the parties that the foregoing assignment hall be a present assignment, neither the Trustee nor the Holder shall exercise any rights granted under this paragraph unless and until a Material Default (a. de-rine in paragraph 7) shall occur. Upon the occurrence of a Material Default and at any time thereafter, at the election of the Trustee or Holder, and regard is set whether the Trustee nor the Holder shall have accelerated maturity of the Note or shall have availed itself of any right available under paragraph 8 (c). Ill rents and other proceeds hereby assigned which shall be paid subsequent to the date of the Material Default shall inner to the Holder of the Holder shall have the right to terminate, after and amend any lease of the mortgaged property and to cause new leases to be executed (c) "e Trustee and the Holder shall have the right to notify any lessee or other person in possession of the mortgaged property of this assignment and to requi "em trustee and the Holder shall have the right to notify any lessee or other person in possession of the mortgaged property of this assignment and to requi "em trustee and the Holder shall have the right to relieve to the Trustee or to the Holder; and (d) the Trustee and the Holder shall have the right to relieve the trustee or to the Holder; and (d) the Trustee and the Holder shall have the right to relieve the trustee or to the Holder; and (d) the Trustee and the Holder shall have the right to relieve the trustee or to the Holder; and (d) the Trustee and the Holder the Trustee or and the receive all rents and proceeds hereby assigned. The collection of rents pursuant to this assignment shall not be deemed to repole a feet on a parity with and "a pendently of the mortgage deal estate and this assignmen
- 13. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the mo. are created by this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor who shall actuary any interest in or title to the mortgaged property subsequent to the date of this Trust Deed.
- 14. In the event any part of Mortgagor's title to or interest in any of the mortgaged property shall pass to or vest in any third person or in the event any third person shall become liable for or shall assume any obligations secured by this Trust Deed or by any other Mortgage Instrument, then and in either such event, the Trustee and the Holder if either so elects (but not otherwise) may without notice to Mortgagor deal with any such third person in any way in which the Trustee or the Holder may deem necessary or desirable in connection with any indebtedness or obligations secured by this Trust Deed, Without limiting the generality of the foregoing provision, the Trustee and the Holder are hereby authorized: (a) to extend the time for payment of any indebtedness secured by this Trust Deed; (b) to forebear to sexercise any other right, power or remedy which may be available under law or under any of the Mortgage Instruments; (c) to settle or to compromise any claim against any such third person (which settlement or compromise may have the effect of releasing any or all third persons from any liability to the Holder or to the Trustee); and (d) to release any collateral securing any obligation of any third person. No dealings or activities undertaken by the Trustee or by the Holder pursuant to the provisions and authorizations contained in this paragraph 14 shall operate to terminate, limit or impair in any way any right or power of the Trustee or the Holder under this Trust Deed, under the Note or under any other Mortgage Instrument.
- 15. In case all or any part of the mortgaged property shall be taken or condemned by any governmental or other competent authority, the Trustee and the Holder are hereby empowered and authorized to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all compensation so received shall be applied at the election of the Holder to the immediate reduction of the indebtedness secured hereby whether or not then due, or to the repair and restoration of any damaged property, or in part to both of such purposes in such proportion as the Holder shall determine.
- 16. No action for the enforcement of the mortgage created hereby or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the defense in an action at law upon the Note by the then holder of the Note.
- 17. A default under the Trust Deed shall be deemed to have occurred if: (a) All or any part of Mortgagor's interest in the mortgaged property shall be sold, conveyed, or otherwise transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any other person; or (b) any right or interest of any Initial Beneficiary in the Trust shall be transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any person other than another Initial Beneficiary; or (c) any right or interest of any Beneficiary in the Trust shall be transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any person who was not a Beneficiary immediately prior to such transfer; or (d) Mortgagor shall fail to permit the Truste or the Holder to inspect or copy any crespondence, records, files or instruments relating to the Trust which shall be in the possession or custody of Mortgagor; or (e) Mortgagor shall fail to supply the Holder or the Trustee with the names of persons shown

by Mortgagor's records to have any interest in the Trust or any right to exercise the power of direction relating to the Trust as of a date specified by the Holder or Trustee or shall fail to indicate the extent of the right or interest of each such person in the Trust as indicated by Mortgagor's records and such failure shall continue for three days after any such information shall have been requested by the Holder or by the Trustee.

18. The Trustee has no duty to examine the title, location, existence or condition of the mortgaged property, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the Note, of this Trust Deed or of any other Mortgage Instrument. The Trustee shall not be obligated to record this Trust Deed or to exercise any power unless expressly obligated by the terms of this Trust Deed to do so. The Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross neglence or that of its agents or employees. The Trustee may require indemnities satisfactory to it before exercising any power granted under the terms of this Trust Deed.

19. The Trustee shall release this Trust Deed and the mortgage created by this Trust Deed upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and upon the payment to the Trustee of a reasonable fee for the execution of any necessary release
instruments. The Trustee is hereby authorized to execute and deliver a release of this Trust Deed at the request of any person who shall, either before or
after maturity, produce and exhibit to Trustee an instrument purporting to be the Note and who shall represent to the Trustee that all indebtedness secured
by this Trust Deed has been paid, which representation the Trustee may accept as true without inquity. The Trustee may accept as the Note herein described any note which bears an identification number matching an identification number on this Trust Deed and purporting to be placed on the note by
any Trustee and which conforms in substance with the description of the Note herein contained. Where no matching identification number purporting
to be that of a Trustee appears on the note exhibited to the Trustee and on this Trust Deed, the Trustee may accept as the Note herein described any note
which conforms in substance with the description of the Note herein contained.

20. The Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this Trust Deed shall have been recorded or filed. In case of the resignation of the Trustee or in case of the inability, refusal or failure to act of the Trustee, the Holder shall ave the right to appoint a person to serve as Successor Trustee. In the event a vacancy shall occur by reason of resignation or otherwise and the Holder shall to appoint a Successor Trustee, the then Recorder of Deeds (or the Registrar of Titles if the mortgaged property is registered under the Torrens State) of the County in which the mortgaged property is situated shall be the Successor Trustee. The original Trustee and any Successor Trustee shall be effilted to reasonable compensation for all acts performed pursuant to the provisions of this Trust Deed and shall be entitled to interest at the Default Interest Rate from the date any Trustee's fees are charged on the amount of such fees remaining from time to time unpaid.

21. The Trustee and the Holder shall have the right to inspect the mortgaged property at such times and on as many occasions as the Trustee or the P ider may desire and access to the mortgaged property shall be permitted for the purposes of such inspection. (b) The word "Note" when used in this in " not shall be construed to mean "Notes" when more than one note is used. (c) Unless otherwise specific. Ily provided, all powers, rights and remedies grant et to the Trustee and the Holder under the terms of this Trust Deed may be excreised by the Holder alone, by the Trustee alone, or by both the Holder and "the " stee acting jointly. If at any time there shall be more than one holder of the Note any one of the holders of the Note may exercise any power, right are right are right and all provisions rel any thereto shall be strictly construed. (e) Whenever possible each provision of this Trust Deed, the Note and every other Mortgage Instrument shall be interported in such manner as to be effective and valid under applicable law, but, if any provision of this Trust Deed, the Note or any other Mortgage Instrument shall be interported in such manner as to be effective and valid under applicable law, but, if any provisions of the instrument in which such provision appears or any other Mortgage Instrument, and the such provision appears or any other Mortgage Instrument, and the provision appears or any other Mortgage Instrument in which such provision appears or any other Mortgage Instrument in which such provision appears or any other Mortgage Instrument when the development is a provision appears or any other Mortgage Instrument when the development is a provision appears or any other Mortgage Instrument when the development is any other Mortgage Instrument when the development is a provision appears or any other Mortgage Instrument when the development is any other Mortgage Instrument or head and a provision appears or any other Mortgage Instrument in which such provision appears or any other Mortgage Instrument or whe

22. This Trust Deed is executed by the undersigned Mortgagor not personally but as trustee a aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the undersigned hereby warrants that it poissesses in power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be and used as creating any liability on Mortgagor or on the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebted it is ceruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trust transfer or every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and the undersigned personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premise correby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or to any Obigo who may be personally liable hereon.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed and of August . 19	d delivered this Trust Deed at Chicago II in is on the 22nd day 79 (herein called the "date of this rust P").	
	LAKE SHORE NATIONAL RANGE (a National Baking Association)	
da	of personally but as trustee under a certain trust created by a tir st agreement tied August 8, 1979 and known as it > 4 273	
ATTEST: Changes James, L. Tile: Assistant Secretary	tle Senior Vice President	
Identification No. 1950 LAKE SHORE NATIONAL BANK Trustee	A REASONABLE FEE WILL' BE CHARGED FOR THE RELEASE DEED WHEN THE TRUST DEED IS CANCELLED.	
STATE OF ILLINOIS COUNTY OF COOK SS	A STATE OF S	
The foregoing instrument was acknowledged before me this 29th Senior Vice President of Lake Shore National Banking Association , on behalf of the Lake Sh	day/of August 1979 be harding, I	
REORDER FROM WERNER PRINTING, INC., CHICAGO 60606	Notary Public 12/04/79	

END OF RECORDED DOCUMENT

2513043