



TRUST DEED
26 459 834

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 JAN -6 AM 11: 16

Sidney R. Olson
RECORDER OF DEEDS
26459834

68-70-989 7

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made December 27 1982, between AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated December 15, 1982 and known as Trust No. 56569 herein referred to as "Mortgagors," and THE BANK OF COMMERCE & INDUSTRY an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED FIFTY FOUR THOUSAND AND NO/100 (\$154,000.00) - - - - -

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ THE BANK OF COMMERCE AND INDUSTRY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 1, 1983 on the balance of principal remaining from time to time unpaid at the rate of 13% per cent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND SEVEN HUNDRED THIRTY SIX AND 88/100 (\$1,736.88) of February 19 83, and ONE THOUSAND SEVEN HUNDRED THIRTY SIX AND 88/100 Dollars or more on the 1st day of 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 the 1st day of January 19 86. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 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 THE BANK OF COMMERCE AND INDUSTRY in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 5 in Subdivision Lot 28 in out Lot "C" Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, improved with a four-flat apartment building, commonly known as 2425 N. Geneva Terrace, Chicago, Illinois

13.00

Permanent Index Number 14-28-317-005

which, with the property herein described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on 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) 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 mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.
AMERICAN NATIONAL BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGMT. DTD. 12/15/82 and known as Trust Number 56569

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notarial Seal Notary Public

26 459 834

Property of Cook County Clerk's Office

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 5th day of January, A.D. 1983 creating Trust No. 576569; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the American National Bank and Trust Company of Chicago, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said American National Bank and Trust Company of Chicago has caused its name to be signed to these presents by its Vice President or one of its Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago
as Trustee aforesaid and not personally.

By [Signature] Assistant Vice President

ATTEST

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

DEBRA L. WHITE

I, DEBRA L. WHITE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. M. WHELAN, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and S. G. [Signature], Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the said Assistant Secretary of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary of said national banking association, as Trustee, then and there acknowledge that he, as custodian of the corporate seal of said national banking association, affixed his corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the said Assistant Secretary of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of January, 1983

My commission expires MAY 3, 1986

26 459 834

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or re-build any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of any law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 attorney's 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 with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagors.

5. 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 officer without inquiry into the accuracy of such bill, statement or estimate, and shall not be liable for the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without recourse to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other covenant of the Mortgagors herein contained.

7. 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, appraisers' fees, notaries for documentary and expert evidence, stenographers' 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, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, 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 hereby, whether or not actually commenced.

8. 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 exist as unpaid indebtedness secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 of Mortgagors at the time of application for such receiver and without regard to 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issue and profits, and all other powers which may be necessary or usual in such case for the protection, possession, control, management and redemption 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be a defense to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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.

13. Trustee shall release this trust deed and the lien hereof 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 an identification number corresponding to that placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder 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 a Trustee given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

upon ten days' written notice. This Trust Deed consists of a Rider attached hereto and made a part hereof. Identification No. 8361

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE BANK OF COMMERCE AND INDUSTRY Trustee, By *James A. ...* Assistant Secretary/Assistant Vice President

MAIL TO: The Bank of Commerce and Industry 6100 Northwest Highway Chicago, Illinois 60631 PLACE IN RECORDER'S OFFICE BOX NUMBER 30X 533

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2425 N. Geneva Terrace Chicago, Illinois

26 459 874

END OF RECORDED DOCUMENT

RIDER TO TRUST DEED AND INSTALLMENT NOTE

This Rider, and the terms herein, are hereby attached to and made a part of and incorporated in the Trust Deed and the Installment Note secured thereby, dated December 27, 1982, between AMERICAN NATIONAL BANK, as Land Trustee under Trust Agreement dated December 15, 1982, and known as Trust Number 56569, BERNARD L. RIVKIN, CAROL MOSELY BRAUN and MICHAEL A. BRAUN, as mortgagors, and the BANK OF COMMERCE AND INDUSTRY, as Trustee and holder of the Installment Note and Trust Deed. This Rider, the above-stated Trust Deed, the Installment Note, and the Covenants of Additional Obligors, dated December 27, 1982, between the aforementioned parties, constitute the entire loan agreement between the parties. The Trust Deed and Installment Note are hereby amended by adding the following covenants, conditions and provision:

(a) No default shall be declared by the Owner or Holder of the Installment Note or Trust Deed unless written notice of default is mailed to the Mortgagors (at such address as is indicated by the Mortgagors as hereinafter set forth and further provided said default is not cured within ten (10) days from the date notice is so mailed.

(b) In the event of damage or destruction of all or a portion of the premises which the Trust Deed encumbers, the Mortgagors under said Trust Deed shall have the right, at their option, to apply the insurance proceeds to repair or restore the Premises, if permitted by law.

(c) The Mortgagors under said Installment Note, and Trust Deed shall have the right to prepay in part or in full, without penalty at any time and from time to time hereafter, any part of the principal and interest due and owing hereunder.

(d) In the event of a default of any term, covenant or condition under the Installment Note or Trust Deed, the Mortgagors shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount due from the date of the breach, unless the interest rate permitted by law for any action taken by the holder shall require a lesser rate of interest to be charged.

(e) The Trustee shall be entitled to a release fee of One Hundred and No/100 (\$100.00) Dollars for issuance of its Release Deed.

26 459 834

- 2 -

(f) Mortgagors further promise to pay, on each monthly payment date, an additional amount equal to one-twelfth (1/12th) of the annual real estate taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for hazard insurance covering said premises, all as estimated by the Trustee. Said funds shall be placed in a Tax and Insurance account, for the purpose of accumulating funds for the payment of said items, or any indebtedness owing the Trustee herein.

IN WITNESS WHEREOF, the parties hereto have executed this Deed at the same date and place that said Installment Note and Trust Deed are executed.

Property of Cook County
TRUSTEE AND HOLDER OF
INSTALLMENT NOTE AND TRUST DEED
BANK OF COMMERCE AND INDUSTRY
BY: *[Signature]*

AMERICAN NATIONAL BANK, as Trustee
under Trust Agreement dated
December 15, 1982 and known as
Trust Number 565569

BY: *[Signature]*
Trust Officer
attest: *[Signature]*
ASSISTANT SECRETARY

INDIVIDUAL MORTGAGORS/OBLIGORS AND
THEIR MAILING ADDRESSES:

[Signature]
BERNARD I. RIVKIN
33 North LaSalle Street - Suite 3300
Chicago, Illinois 60602
[Signature]
MICHAEL A. BRAUN
33 North LaSalle Street - Suite 3300
Chicago, Illinois 60602
[Signature]
CAROL MOSELEY BRAUN
c/o MICHAEL A. BRAUN
33 North LaSalle Street - Suite 3300
Chicago, Illinois 60602
CAROL MOSELEY BRAUN
549

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exemptory Letter attached hereto and made a part hereof.

26 459 834

END OF RECORDED DOCUMENT