

TRUST DEED

RECORDERS OFFICE OF DEEDS
COOK COUNTY ILLINOIS
982 MAR 10 1982

RECORDED 75492
26167520

16-20(PI)

WAR-10-82 598394 THE ABOVE SPACE FOR RECORDERS USE ONLY

10.00

THIS INDENTURE, Made March 9 1982, between Exchange National Bank of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 30, 1970 and known as trust number 24868, herein referred to as "First Party," and

Robert L. Heintz
herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS said Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

Ninety thousand and 0/100ths (\$90,000.00) Dollars,

made payable to ~~BEAR~~ Belmont National Bank of Chicago and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from

date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 18 1/2 per cent per annum ~~initially and fluctuating thereafter~~ initially and fluctuating thereafter at a rate of 2% per annum over the prime rate of the Lender (floor of 16%) in installments as follows: Two thousand five hundred seventy-one and 43/100ths (\$2,571.43) plus interest Dollars on the 15th day of May 1982 and Two thousand five hundred seventy-one and 43/100ths (plus interest) Dollars on the 15th 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 15th day of March 1985

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 (same) per cent 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 name of Belmont National Bank in said City,

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

Lots 17 to 21 both inclusive in Block 2 in Harold J. McElhinny's first addition to Southtown, a subdivision of part of the Southeast 1/4 of Section 24, Township 37 North, Range 13 East of the Third Principal Meridian, lying east of the Baltimore and Ohio Chicago Terminal Transfer Company, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY
EDWARD CLERIHAN
Belmont National Bank of Chicago
3179 North Clark St. Chicago, Ill

26167520
THIS IS A
JUNIOR MORTGAGE

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which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, encumbrances, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof, so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a first priority to the trust estate and secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, sewerage, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, windows, floor coverings, in-door beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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 First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior 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 First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the 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

D E L I V E R Y INSTRUCTIONS
NAME BELMONT NATIONAL BANK OF CHICAGO
STREET 3179 NORTH CLARK STREET
CITY CHICAGO, ILLINOIS 60657
OR
RECORDER'S OFFICE BOX NUMBER 158

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY/HERE
11740 S. Western Ave.
Chicago, Ill. 60643

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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 herebefore 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 foreclosure 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 money advanced by Trustee or the holders of the note to protect the mortgage 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.

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THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Exchange National Bank of Chicago, hereby warrants that it possesses all power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest thereon or any indebtedness accruing hereunder, or to perform any covenants, conditions or obligations contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Exchange National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any premises described herein or shall look solely to the person herein designated as guarantor for the enforcement of the lien hereby created, in the manner herein provided, and no action shall be taken to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, by its duly authorized officers, presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and its corporate seal to be hereunto affixed, this 10th day of March, 1982.

EXCHANGE NATIONAL BANK OF CHICAGO as Trustee, as aforesaid and not personally,

By Martin S. Edwards Vice-President-Trust Officer

Attest Mary Ann Krauchunas Assistant Cashier-Trust Officer

MARY ANN KRAUCHUNAS

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

MARTIN S. EDWARDS

Vice-President-Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and

MARIO V. GOTANGCO

Cashier-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-Trust Officer, and Assistant Cashier-Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 Assistant Cashier-Trust Officer then and there acknowledged that said Assistant Cashier-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Cashier-Trust Officer 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 10th day of March, 1982

Mary Ann Krauchunas
Notary Public

My Commission Expires December 13, 1983

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

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Trustee