

RECEIVED IN BAD CONDITION

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TRUST DEED

68-82-712 R

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THIS INDENTURE, WITNESSETH, that JOHN G. WELLS and MARY WOODWARD WELLS, husband and wife (herein referred to as the "Mortgagors"), of the City of Chicago, County of Cook, and State of Illinois, for in consideration of the sum of Ten Dollars (\$10.00) in hand paid, CONVEY and WARRANT to CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois (herein referred to as the "Trustee"), its successors and assigns for the purpose of securing performance of the covenants and agreements herein and the terms of that certain Assumption Agreement of even date herewith, a copy of which is attached herein and incorporated herein, the following described Real Estate and all of Mortgagors' estate, right, title, and interest therein, situate, lying and being in the City of Chicago, County of Cook and the State of Illinois, to wit:

UNIT NO. 84, IN CARL SANDBURG VILLAGE CONDOMINIUM NO 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25032910 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

which, with the property hereinafter 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 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, inador beds, 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,

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COOK COUNTY, ILLINOIS  
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*Sidney R. Olson*  
RECORDER OF DEEDS

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equipment or articles hereafter placed in the premises by the mortgagor 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.

The Mortgagors covenant and agree as follows:

1. Mortgagors shall timely fulfill all their obligations according to the terms of the Assumption Agreement, including without limitation, the performance of all obligations under the trust deed between Amalgamated Trust and Savings Bank, as Trustee under a Trust Agreement dated November 2, 1979 and known as Trust No. 4127, and Chicago Title and Trust Company, as trustee, dated January 7, 1981 ("First Mortgage"), a copy of which is attached hereto and incorporated herein, and the terms hereof. Default under the Assumption Agreement constitutes a default under this Trust Deed.
2. Mortgagors acknowledge that this Trust Deed is a second and subordinate lien to the lien of the First Mortgage. The First Mortgage is prior and superior to this Trust Deed and shall not be prohibited thereby.
3. Mortgagors shall not, without the prior written consent of the Trustee, transfer, convey, alienate, pledge, hypothecate, mortgage, lease or contract to sell all or substantially all of the premises unless and until the outstanding principal amount under the First Mortgage, and all interest due thereon have been paid in full.
4. The Trustee shall release this mortgage and the lien hereof by proper instrument at such time as the outstanding principal amount due under the First Mortgage, and all

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interest due thereon, have been paid in full and the terms of the Assumption Agreement have otherwise been complied with and fulfilled.

This trust deed consists of \_\_\_ pages. The covenants, conditions, and provisions appearing on the Rider attached hereto are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, and their successors and assigns where permitted.

WITNESS the hands of Mortgagors this 27<sup>th</sup> day of September, 1982.

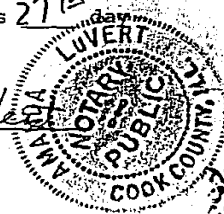
[Signature]  
John G. Wells

[Signature]  
Mary Woodward Wells

State of Illinois )  
County of Cook ) SS.

I, Amanda Luvert a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN G. WELLS and MARY WOODWARD WELLS who are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said Instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 27<sup>th</sup> of September, 1982.

Amanda Luvert  
Notary Public



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RIDER

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 3

1. Mortgagor shall (a) promptly repair, restore or rebuild 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 law or municipal ordinances 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. Mortgagor 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may incur to contest.

3. Mortgagor 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 thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and in any 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 shall be considered as a 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity 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 Mortgagor.

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 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.

6. Mortgagor 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 principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due or 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 attorney's fees, Trustee's fees, appraiser's fees, outlays 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 suit, 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 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 maturity 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, in 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 or 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.

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 constitute secured indebtedness additional to that evidenced by the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagor, its successors 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 insolvency or insolvency of Mortgagor at the time of application for such receiver 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 Mortgagor, 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 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 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 subject 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 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 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 principal note, representing that all indebtedness hereby secured has been paid and 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 purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal 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 principal note and which purports to be executed on behalf of the corporation herein designated as maker 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 are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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 principal note or this Trust Deed.

16. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, and its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. 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 provision of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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

Identification No. \_\_\_\_\_  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
By \_\_\_\_\_ Assistant Secretary  
Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY  
MAIL TO:  
111 WEST WASHINGTON  
CHICAGO, ILLINOIS 60602  
ATTN: J. WERLE ROOM 2844 38749

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
BOX 533

SBI/3367

09/24/82

47337-00-001

## ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 29th day of September, 1982 by and among JOHN G. WELLS and MARY WOODWARD WELLS, husband and wife ("Purchasers"), AMALGAMATED TRUST & SAVINGS BANK, not personally, but as Trustee under a Trust Agreement dated November 2, 1979 and known as Trust No. 4127 ("Trustee"), and JAMES S. LEVY as sole beneficiary under that Trust Agreement dated November 2, 1979 and known as Trust 4127 and as guarantor under a certain guarantee and dated January 7, 1979 ("Beneficiary/Guarantor").

WHEREAS, EXCHANGE NATIONAL BANK OF CHICAGO loaned Trustee the sum of One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00), evidenced by that certain installment note dated January 7, 1981, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Note"), and secured by that certain trust deed to Chicago Title and Trust Co., as trustee, dated January 7, 1981 and recorded as Document No. 25738031 in Cook County, Illinois, a copy of which is attached hereto as Exhibit B and made a part hereof (the "Trust Deed"), mortgaging certain real property legally described in the Trust Deed (the "Property").

WHEREAS, the Beneficiary/Guarantor has guaranteed absolutely and unconditionally at all times the prompt and full payment when due of the principal of the Note, together with all interest thereon when due, and the prompt and full performance of all of the obligations of the Trustee as Maker of said Note by that certain Guarantee dated January 7, 1981, a copy of which is attached hereto as Exhibit C and made a part hereof (the "Guarantee").

WHEREAS, the Trustee and Beneficiary/Guarantor have sold the Property to the Purchasers, and as a portion of the purchase

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price for the Property the Purchasers have agreed to pay the indebtedness due under the Note and to perform all the obligations of the Trustee under the Note and Trust Deed; and

WHEREAS, the Beneficiary/Guarantor has caused title to the Property to be transferred to the Purchasers by directing the Trustee to execute a trustee's deed of even date herewith;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. The Purchasers hereby assume and agree to pay the indebtedness evidenced by the Note, Trust Deed, and Guarantee and perform all of the obligations of the Trustee and Beneficiary/Guarantor thereunder, it being agreed and understood that as of this date said indebtedness approximates One Hundred Twenty-Six Thousand Four-Hundred and 00/100 Dollars (\$126,400.00) and that the interest rate under the Note is 11.5% per annum, and that the Purchasers shall commence making the monthly payments required by the Note on the first day of October, 1982. The Purchasers shall not agree to or suffer to be made any modification to the terms and provisions of the Note and/or Trust Deed without the prior written consent of the Beneficiary/Guarantor.
2. Purchasers shall use their best efforts to have the Beneficiary/Guarantor released from the obligations of the Guaranty. At such time as the Beneficiary/Guarantor is released from his obligations under the Guarantee, he shall cause this Agreement to be terminated and cancelled and release the Purchasers from the obligation hereunder and shall also release the (Second Mortgage) Trust Deed).

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3. Purchasers and Beneficiary/Guarantor shall each promptly provide to Beneficiary/Guarantor or Purchasers, as the case may be, a copy of each Notice received or given under or pursuant to the terms of the Trust Deed.
4. If Chicago Title and Trust Co. shall declare any default of the Trustee under the Trust Deed, and such default shall continue for a period of three days, Purchasers shall promptly provide a bond or other collateral or other assurances reasonably acceptable to Beneficiary/Guarantor, guaranteeing that Beneficiary/Guarantor shall suffer no loss nor incur any liability as a result of said declaration of default and, in the absence of such bond or collateral or other assurances acceptable to Beneficiary/Guarantor, Beneficiary/Guarantor shall have the right to cure such default or alleged default and Purchasers upon demand shall indemnify and save harmless Beneficiary/Guarantor from any cost or expense, including reasonable attorneys' fees and expenses, connected therewith. For the purpose of exercising his rights under this Paragraph 3, Beneficiary/Guarantor may rely conclusively on the validity of any Notices received from Chicago Title and Trust Co. under the Trust Deed.
5. Purchasers hereby agree to indemnify, defend, and hold harmless Beneficiary/Guarantor from and against all loss, damage, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) which Beneficiary/Guarantor may suffer, sustain or incur with respect to or under the Note, Trust Deed, and Guaranty.

# UNOFFICIAL COPY

6. Purchasers shall not, without the prior written consent of Beneficiary/Guarantor, transfer, convey, alien, pledge, hypothecate, mortgage, lease or contract to sell all or substantially of the Property unless and until the entire outstanding principal amount under the Trust deed, and all interest due thereon, have been paid in full.
7. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns, where permitted, of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, as of the date first written above.

Beneficiary/Guarantor

JAMES S. LEVY

AMALGAMATED TRUST & SAVINGS  
BANK, as Trustee under a Trust  
Agreement dated November 2, 1979  
and known as Trust No. 4127

By \_\_\_\_\_

Purchasers:

JOHN S. WELLS

MARY WOODWARD WELLS



UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

Instalment Note

(Use with Trust Deed Form No. 16-20)

\$128,000.00

Chicago, Illinois, January 7, 1981.

Amalgamated Trust & Savings Bank, A Corporation of Illinois, FOR VALUE RECEIVED... 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 2, 1979... hereby promises, out of that portion of the Trust Estate subject to said Trust Agreement specifically described in the Trust Deed given to secure the payment hereof, to pay to bearer, in the manner hereinafter and in said Trust Deed provided, the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100 Dollars... interest on the balance of principal remaining from time to time unpaid at the rate of 11 1/2% per cent per annum in instalments as follows: ONE THOUSAND THREE HUNDRED TWO AND NO/100 (\$1,302.00) Dollars on the first day of March 19 81 and ONE THOUSAND THREE HUNDRED TWO AND NO/100 (\$1,302.00) Dollars on the first day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of February XX2006. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said instalments unless paid when due shall bear interest after maturity at the rate of 13 1/2% per cent per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Exchange National Bank of Chicago in said City.

On any instalment payment date the maker(s) shall have the right to make prepayments of any such amount as may be equal to either one or a selected number of instalments of principal falling due immediately following the date selected for prepayment, upon thirty (30) days prior written notice, without payment of any premium.

The exercise of the privilege of prepayment shall serve to accelerate the final due date of this note by a number of months equal to the number of instalments of principal prepaid and regular monthly payments in the amount specified in this note shall be made on each payment date following a prepayment. The privilege of making the prepayments herein reserved may be exercised only so long as no default shall exist under the terms hereof or under the terms of the Trust Deed securing this note.

The payment of this note is secured by trust deed, bearing even date herewith, to Chicago Title and Trust Company, Trustee, on real estate in the County of Cook, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said trust deed shall accrue to the legal holders hereof under any of the provisions contained in said trust deed.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This note is executed by Amalgamated Trust & Savings Bank, 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 is payable only out of the property specifically described in said Trust Deed securing the payment hereof, by the enforcement of the provisions contained in said Trust Deed. No personal liability shall be asserted or be enforceable against the promisor or any person interested therein, directly or otherwise in said property specifically described in said Trust Deed given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making hereof, or the transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the guarantor to sequester the rents, issues and profits arising from the property described in said Trust Deed, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or any of instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Trust Deed given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Trust Deed set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

This is to certify that this is the instalment note described in the within mentioned Trust Deed.

Identification No. \_\_\_\_\_

Trustee

AMALGAMATED TRUST & SAVINGS BANK

As Trustee as aforesaid and not personally.

By W. C. [Signature]

ATTEST

RECEIVED IN BAD CONDITION

EXHIBIT B

26363524

RECEIVED IN BAD CONDITION

TRUST DEED

18-43

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE Made January 7, 1981, between CHICAGO TITLE & TRUST COMPANY, a corporation organized under the laws of the State of Illinois, 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 2, 1979 and known as trust number 4127, herein referred to as "First Party," and CHICAGO TITLE & TRUST COMPANY an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100

(\$128,000.00) Dollars, made payable to BEARER and delivered, in and to 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 11 1/2% per cent per annum in instalments as follows: ONE THOUSAND THREE HUNDRED TWO AND NO/100 (\$1,302.00)

Dollars on the first day of March 1981 and ONE THOUSAND THREE HUNDRED TWO AND NO/100 (\$1,302.00) Dollars on the first 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 first day of February XX 2006. 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 13 1/2% 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 office of Exchange National Bank of Chicago 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 deed, and also in consideration of the sum of One Dollar (\$1.00) then 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:

UNIT NO. 84, IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 2 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25032910 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

This instrument was prepared by: J. J. Livingston, Vice President, Exchange National Bank, 133 South La Salle Street, Chicago, Illinois 60603

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as First Party, its successors 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 screens, floor coverings, radiator bells, 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 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 mechanics 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 note; (4) complete within a reasonable time any building or buildings now or at any time in progress of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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, if 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 the amount of the net, 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

DELIVERY INSTRUCTIONS: NAME: EXCHANGE NATIONAL BANK OF CHICAGO, STREET: 133 SOUTH LA SALLE STREET, CITY: CHICAGO, ILLINOIS 60603. FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 84 West Schiller Street, Chicago, Illinois. REC-383524

EXHIBIT C (1)

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to expire, to deliver renewal policies not less than 30 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 hereinafter set forth in any form and manner deemed equitable, 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 liens or other prior liens or title or claim thereon or pay any tax or assessment affecting said premises or contract 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 ten thereon, 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 12 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 claim thereon.

3. At the option of the holders of the note and without notice to First Party, 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 installment of principal or interest on the note or (b) in the event of the failure of First Party 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 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, stamp papers, 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 evince to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 12 per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the trust deed or any indebtedness hereby secured; or in preparation for the enforcement of any suit filed by the forecrafter hereof after accrual of such right to foreclosure, either or not actually commenced; or in preparation 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, an amount 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 surplus to First Party, 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, holding the benefit of the indebtedness secured hereby, and without regard to the true value of the premises or whether the same shall be then accepted as a homestead. The Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of and from the 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, so well as during any further time when First Party, its successors or assigns, or the receiver, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or are usual in such cases for the protection, possession, control, management and operation 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 case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to object to the proceeds at all reasonable times and accretions thereof 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 First Party, its legal representatives or assigns, as their rights may appear.

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 representative Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such a 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 purports in substance with the description herein contained of the note and which purports to be executed on behalf of First Party or its successors or assigns, or which purports to be executed on behalf of any instrument of the same nature 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 First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the 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, power and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. For the purpose of providing regularly for the prompt payment of all taxes and assessments levied or assessed against the premises that will next become due and payable, and for the prompt payment of premiums on renewals of policies of fire and other hazard insurance now in force, the Mortgages will deposit with the holder of the Note on the dates installments of principal and interest are payable, an amount equal to such taxes, assessments and insurance premiums, less the amount already deposited therefor, divided by the number of months to elapse prior to the date when such taxes and assessments will become payable, and when existing policies of insurance expire. The monies thus deposited with the holder of the Note are to be held without interest and are to be applied by the holder of the Note to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the holder of the note deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the Mortgages will deposit with the holder of the Note such amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained, shall relieve the Mortgages from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

12. It shall not be obligatory upon the holder hereof to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as holding the holder liable to advance other moneys for the purpose of making such payments.

13. The Mortgages hereby waives any and all rights of redemption from sale under an order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgages, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

14. First Party has been advised by its beneficiaries that the proceeds of the loan secured by this Trust Deed will be used for the purposes specified in Paragraph (4) c of Chapter 74 of the 1903 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan when comes within the purview of said paragraph.

Amalgamated Trust & Savings Bank

THIS TRUST DEED is executed by the undersigned in full exercise of the power and authority conferred upon and vested in it as such Trustee by the mortgage and deed of trust hereinbefore referred to and in full exercise of the power and authority to execute this instrument, and it is expressly understood and agreed that no part of the proceeds of the sale of the premises hereunder shall be used as creating any indebtedness secured hereby, or to perform any other duties or obligations contained in this instrument, 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 assigns, Chicago National Bank of Chicago personally are concerned, the legal holders or holders of the note and the owner or owners of any indebtedness secured hereby 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 or deed, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Amalgamated Trust & Savings Bank, its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier-Trust Officer on the 14th day of January, 1921, first above written.

AMALGAMATED TRUST & SAVINGS BANK  
As Trustee as aforesaid and not personally,  
By *K. Blumenthal* VICE-PRESIDENT-TRUST OFFICER  
Attest *Be Spargo* ASSISTANT CASHIER-TRUST OFFICER

CAROLYN NELSON  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that  
KATHARINE E. BLUMENTHAL Amalgamated Trust & Savings Bank  
ASST. Vice-President-Trust Officer of said Bank, is the person who has signed the foregoing instrument as such

BEA SPARGO  
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 free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use 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's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth.  
Given under my hand and Notarial Seal this 14 day of January 1921  
*Carolyn Nelson*  
Notary Public

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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 2453524 Trustee

EXHIBIT C (2)

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GUARANTEE

The undersigned Guarantors are substantially interested in Amalgamated Trust & Savings Bank as  
Trustee u/t #4127 dtd 11/2/79  
(hereinafter called the "Maker"), and will benefit substantially therefrom if Exchange  
National Bank of Chicago, a national banking association, (hereinafter called the "Bank") will lend to the Maker up to  
ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100 (\$128,000.00) Dollars  
(hereinafter called the "Note") and accept in evidence of such indebtedness that certain note (hereinafter  
called the "Note") bearing date the 7th day of January, 1981, made by said  
Maker and payable to BEAREE in the Principal Amount and interest,  
and as security therefor the certain Trust Deed (Trust Deed, Mortgage, Other) (hereinafter called  
"Security Instrument") referred to in the Note, executed by Amalgamated Trust & Savings Bank as Trustee  
u/t #4127 dtd 11/2/79 (hereinafter called "Securor").

The Bank is only willing to so lend said sums in consideration of and in reliance upon this Guarantee.

Accordingly, to induce the Bank to so lend said funds and to accept said Note and said Security Instrument as  
security therefor, and for other good and valuable considerations (the receipt and sufficiency of which considerations  
the undersigned hereby severally acknowledge), the undersigned do hereby jointly and severally:

1. Guarantee absolutely and unconditionally at all times the prompt and full payment when due of the principal  
of said Note, together with all interest thereon when due, and the prompt and full performance of all of the obligations  
of the Maker under said Note and of Securor under said Security Instrument expressly including, without limitation, the  
prompt and full performance of all the terms and provisions of any Construction Loan Commitment or other document  
so referred to in the Note or Security Instrument that failure of such prompt and full performance constitutes a default  
under the Note or Security Instrument; all regardless of the ability or inability of said Maker or Securor to pay or perform  
the terms of said Note or of said Security Instrument and regardless of any other instrument executed by said Maker or  
Securor with respect to the source from which said Note and the principal and interest thereon are to be paid or from which  
any other obligations under said Note or said Security Instrument are to be satisfied.
  2. Agree to pay all costs, expenses and reasonable attorneys' fees paid or incurred by the holder of the Note in  
collecting all or any part of the principal of said Note, or all or any part of any interest thereon, in prosecuting any suit  
against said Maker or Securor, or against said Maker, Securor and the undersigned, or any of them, or against the under-  
signed, or any of them, alone, or in foreclosing said Security Instrument and enforcing any other rights under said  
Security Instrument.
  3. Waive presentment, demand, notice of any default and all other notices, protest and notice of protest.
  4. Agree that:
    - a. Any extension or extensions of time of payment of principal or interest or any other sum payable under said  
Note, or of the time for performance of any obligation of Securor under said Security Instrument, or
    - b. Any release or partial release of the lien of, or of any right under said Security Instrument, or
    - c. Any indulgence or indulgences in any payment required of said Maker under said Note or in the performance  
of any obligation of Securor under said Security Instrument, or
    - d. Any failure or failures or omission or omissions to enforce any rights against said Maker or any obligation  
of said Maker under said Note or to enforce any rights under said Security Instrument or to exercise diligence with  
respect to the enforcement of any such rights, or
    - e. Any act or acts or thing or things that may at any time, or from time to time, be done or omitted with  
respect to or relating to said Note, or any obligation or liability arising thereunder, or to said Security Instrument,  
or the foreclosure or other enforcement thereof, or to any obligation or liability arising under said Security Instrument,  
shall not in any way or manner release, discharge, affect or impair the liabilities and obligations of the undersigned  
under this Guarantee, it being expressly understood that the undersigned shall not at any time be entitled to any notice  
of any such extension or extensions, or indulgence or indulgences, or failure or failures, or omission or omissions, or  
act or acts, or thing or things, and that except as otherwise herein provided the liabilities and obligations of the under-  
signed under this Guarantee shall be released and discharged only upon and by the prompt and full payment of the  
principal of said Note, together with all interest thereon and all costs, expenses and reasonable attorneys' fees paid or  
incurred in collecting the principal, or any part thereof, of said Note or any interest thereon, in prosecuting any suit in  
connection therewith, and in foreclosing said Security Instrument and enforcing any other rights under said Security  
Instrument. In the event of death of any undersigned this Guarantee shall continue as to the guaranteed debt, even though  
evidence of said debt be renewed or the time of maturity be extended without the consent of the executors or administrators  
of such undersigned.
  5. Agree that it shall not be necessary to foreclose said Security Instrument or to pursue any remedy of any  
kind whatsoever against said Maker of said Note, or under said Security Instrument, or under any other guarantee or  
other instrument as a prerequisite to enforcing the obligations of the undersigned under this Guarantee.
  6. Each undersigned pledges to the Bank and agrees that the Bank shall have a lien upon any and all property  
of every kind and description of said undersigned now or hereafter in the Bank's possession or control, as security for  
the payment when due of all sums herein guaranteed or agreed to be paid and in case of default in the payment of any  
such sum (whether at regular maturity, by declaration or otherwise) the Bank may, without demanding payment, sell  
said property, or any part thereof, free of any right of redemption, at public or private sale or at any broker's board,  
without advertising said sale and without notice to the undersigned, and at any such public or broker's board sale,  
purchase the property so sold, or any part thereof, and apply the proceeds of any such sale or sales, and any indebtedness  
of any kind from the Bank to the undersigned, after deducting all costs, and expenses including reasonable attorneys'  
fees, to the payment of any sum herein guaranteed or agreed to be paid in such manner as the Bank shall determine.
  7. Agree that the Bank may, without notice to anyone, sell or assign the Note, or any part thereof, or grant  
participations therein, and in any such event and to such extent this Guarantee shall inure to the benefit of each and  
every immediate or remote assignee or holder of, or participant in, the Note as fully as if herein specifically named.
- To secure the payment of each of said amounts due or to become due hereunder, the undersigned hereby authorize  
irrevocably, any attorney of any court of record to appear for the undersigned, in such court during term time or vacation  
any time or from time to time after any default in the payment of said Note and confess judgment without process

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against the undersigned, or any of them, in favor of the legal holder or holders of said Note for such amount or amounts as may appear to be unpaid or owing upon said Note, together with interest, costs and reasonable attorneys' fees, to waive and release all errors which may intervene in any such proceeding or proceedings, to agree that no appeal or writ of error shall be prosecuted on any judgment or judgments entered by virtue hereof and that no proceedings in equity shall be filed to interfere in any manner with the operation of said judgment or judgments or any execution or executions issued thereon, to consent to immediate issuance of execution or executions upon any such judgment or judgments and agree that any execution or executions that may be issued upon any such judgment or judgments may be immediately levied upon and satisfied out of any personal property of the undersigned, or any of them, and to waive all right of the undersigned, and each of them, to have personal property last taken and levied upon to satisfy any such execution or executions, hereby ratifying and confirming all that said attorney may do by virtue hereof.

This Guarantee shall be binding upon the undersigned, and each of them, and upon their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of the holder or holders from time to time of said Note and of said Security Instrument.

This Guarantee shall be governed by, and construed according to, the laws of the State of Illinois.

This Guarantee may be executed in a number of counterparts, each of which shall be a binding original document as to the party or parties signatory thereto notwithstanding the absence of the signatures of any other party or parties thereupon.

IN WITNESS WHEREOF, the undersigned have caused this Guarantee to be duly executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(JAMES S. LEVY)

STATE OF ILLINOIS }  
COUNTY OF COOK }

ss.

I, \_\_\_\_\_ a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY, That JAMES S. LEVY

personally known to me to the same person, whose name, (is) ~~xxx~~ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ }

ss.

I, \_\_\_\_\_ a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY, That \_\_\_\_\_

personally known to me to be the \_\_\_\_\_ President of the \_\_\_\_\_

and \_\_\_\_\_

personally known to me to be the \_\_\_\_\_ Secretary of said Corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such

President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument of writing as

President and \_\_\_\_\_ Secretary of said Corporation, and caused the seal of said Corporation to be thereunto affixed pursuant to authority given by the Board of Directors (and shareholders) of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

NOTARY PUBLIC

25263524

END OF RECORDED DOCUMENT