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BOOK 13-09-332-010 85 2 85 263 0101

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made June 17 19 85, between American National Bank and Trust Company 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 Company in pursuance of a Trust Agreement dated October 12, 1983 and known as trust number 57761, herein referred to as "First Party," and Park National Bank of Chicago, a National Banking Association 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 Eight Hundred Seventy-Seven Thousand and no/100 (\$877,000.00) DOLLARS

made payable to ~~XXXXXX~~ Park 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 August 13, 1985 on the balance of principal remaining from time to time unpaid at the rate of * per cent per annum in instalments as follows: * See Rider "A" attached hereto and made a part hereof.

Dollars on the ~~10~~ day of ~~July~~ 19 ~~85~~

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 July 2005. 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 ~~XXXXXX~~ 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 Park 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 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 situated, lying and being in the COUNTY OF Cook AND CITY OF ILLINOIS, to wit:

Lots 3 and 4 in Block 39 in the Village of Jefferson, according to Map thereof recorded September 27, 1873 in Book 6 of Plats Page 27, in Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PIN No. 13-09-332-010

13.00

**The principal of each of said installments unless paid when due shall bear interest after maturity or default at the rate of 2.0% above the then current rate charged as defined in Rider "A" attached hereto; and is also applicable to any fees, payments or charges advanced by the Mortgagee pursuant to paragraphs no. 1 to 10 inclusive herein.

THIS INSTRUMENT WAS RECORDED AT THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON 06/17/85 AT 2958 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60618

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, inements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for 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 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, 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 hereinafter 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 improvement now or hereafter on the premises which may become damaged or be 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 note; (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 ordinances; (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

DELIVERY INSTRUCTIONS
NAME Park National Bank of Chicago
STREET 2958 N. Milwaukee Avenue
CITY Chicago, Illinois 60618
OR BOX 333 - TH
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT WHETHER ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4829 N. Lipps Avenue
Chicago, Illinois

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IN WITNESS WHEREOF

THE NOTAR PUBLIC RECORD BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN IN THE PUBLIC RECORD.

NOTARY PUBLIC

NOTARY COMMISSION EXPIRES JUNE 27, 1988

Given under my hand and Notarial Seal this... day of... 1988... NATIONAL BANK AND TRUST COMPANY OF CHICAGO... LORETTA M. SOVIENSKI

STATE OF ILLINOIS



By: [Signature] Agent, American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, has caused these presents to be signed by one of its Vice-Presidents and Assistant Vice-Presidents and its corporate seal to be hereunto affixed...

11. See Rider "B" attached hereto and made a part hereof.

1. The Trust Deed is executed by the American National Bank and Trust Company of Chicago... 2. The Trust Deed shall be subject to the provisions of the standard mortgage clause... 3. The Trust Deed shall be subject to the provisions of the standard mortgage clause... 4. The Trust Deed shall be subject to the provisions of the standard mortgage clause... 5. The Trust Deed shall be subject to the provisions of the standard mortgage clause...

RIDER "A"

This Rider "A" dated June 17, 1985, is attached to and made a part of that certain Installment Note and Trust Deed of even date and is incorporated therein by reference.

The repayment terms of the Note and Trust Deed are as follows:

"THAT, WHEREAS First Party (Mortgagor) has concurrently herewith executed an Installment Note and Trust Deed dated June 17, 1985, in the principal amount of Eight Hundred Seventy-Seven Thousand and no/100 DOLLARS (\$877,000.00) made payable to Park 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 the said Trust Agreement, the said principal sum and interest from Aug. 13, 1985 on the balance of principal remaining from time to time unpaid at a rate which is changeable every three (3) years based upon the following formula: The rate of interest payable hereunder will be 2.25% above the then current yield on Three Year United States Treasury Notes as of June 17, 1985; June 17, 1988; June 17, 1991; June 17, 1994; June 17, 1997; June 17, 2000; June 17, 2003. Amortization of the principal amount due is based upon 20 years; therefore the amount of the monthly installments (principal and interest) will change every three years on the anniversary date of the Note, but become effective 45 days later. Therefore the amortization schedule beginning August 1, 1988 shall be based upon a 17 year mortgage term; 1991 a 14 year term; 1994 an 11 year term; 1997 an 8 year term; 2000 a 5 year term and 2003 a 2 year term. As of the date hereof the three year Treasury Note yield is 9.083% as stated in the Wall Street Journal; therefore the current rate of interest to be paid hereunder is 11.333% which together with principal payments is \$9,393.95 each month beginning Sept. 1, 1985 through July 1, 1988 at which time the new payment amount beginning August 1, 1988 will be given to the Mortgagor or the beneficiary(s) of the Trust holding Title to the corpus of the Trust.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY:

[Handwritten Signature]

AUTHORIZED OFFICER

ITS

THIS DOCUMENT IS CONTROLLED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO. IT IS THE PROPERTY OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO. IT IS TO BE RETURNED TO THE COMPANY AT THE END OF THE TERM OF THE INSTRUMENT. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

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Property of Cook County Clerk's Office

Rider "B" attached and made a part of a certain trust deed dated June 17, 1985 and executed by Commercial National Bank and Trust Company, not personally but as trustee under trust number 7761 dated 6/15/85 2 6 85 0 1

Trustee does hereby waive, to the extent permitted by applicable Illinois statute, any and all rights of redemption from sale under any 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 Trustee, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

~~The undersigned agrees to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth (1/12) of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agrees to the pay to the holder of the Note the difference forthwith.~~

~~In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to so do, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.~~

It is covenanted and agreed between the Trustee and the Holder of the Note that the Trustee will not contract for, nor make any additional mortgage or encumbrance on the above described property, nor assign the beneficial interest of said Trust for collateral purposes or for any purpose whatsoever, without the prior written consent of the Holder of the Note. In the event any additional mortgage, encumbrance, or assignment of the beneficial interest is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

Any sale, agreement for deed, transfer or conveyance of the within described premises, or sale, assignment or pledge of the beneficial interest of the subject Trust, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

~~In case of loss or damage by fire or other casualty, Holder of the Note is authorized to collect and receipt for any said insurance money. Such insurance proceeds may, at the option of the Holder of the Note, be applied in the reduction of the indebtedness secured hereby, or be held by the Holder of the Note and used to reimburse First Party for the cost of rebuilding or restoration of building or improvements on said premises. In such event, the proceeds shall be made available in the manner and under the conditions as the Holder of the Note may require. Any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of the Holder of the Note, be applied on account of the indebtedness secured hereby.~~

First Party, at its own cost and expense, will (i) at all times, promptly and faithfully abide by, discharge and perform all the covenants, conditions and agreements contained in all leases of the premises; (ii) enforce or secure the performance of all the covenants and conditions on the part of the Lessees to be kept and performed; (iii) furnish Holder of the Note within ten (10) days after request, a written statement containing the names of all Lessees, terms of all leases of the premises, and the rentals payable thereunder.

The Holder of the Note shall have the option to declare this Trust Deed in default because of a default of Landlord in any leases of the premises.

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