TRUST DEED

85312420

85312420

15 00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made November 14, 19 85, between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, 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 17, 1985 and known as Trust Number 1327, herein referred to as "First Party,"

and CHICAGO TITLE AND TRUST COMPANY 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 EIGHTY THOUSAND AND NO/HUNDREDTHS ($80,000.00)----------Dollars

made payable to BEARER

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 11.50* per cent per annum in instalments as follows:

*The interest rate which "First Party" will pay will change in accordance with the "Rate Change Section" described on the Rider attached hereto and which is by this reference made a part hereof.

Said principal and interest will be payable during the first twelve to eighteen months from date of disbursement hereunder in monthly installments of $1,124.76 on the first day of JANUARY, 1986, and on the first day of each and every month thereafter until the Change Date or until said note is fully paid in full, except that the final payment of principal and interest, if not sooner paid, shall by due on the first day of DECEMBER, 1995. The amount of monthly installments to be paid under said note will change if the interest rate that the "First Party" must pay changes. The Holder of the Note will determine the new interest rate and the changed amount of "First Party's" monthly payment in accordance with the "Rate Change Section" described on the Rider attached hereto. From and after the occurence of (i) any default in the payment of principal and interest when due in accordance with the terms of the Note, (ii) a Default under the Note, or (iii) the Maturity Date (the first day of DECEMBER, 1995), whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding under the Note at the Default Rate. The Default Rate shall be equal to (THIRTY (30)%) per annum; interest accruing at the Default Rate shall be payable on demand. All of said principal and interest will be 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 the absence of such appointment, then at the office of Mid Town Bank and Trust Co. of Chicago, in said City.

85312420

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: 14-31-126-008

See Exhibit "A" attached hereto and hereby made a part hereof:

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

TOGETHER with all improvement, tenements, 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 of 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 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 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;

DELIVERY

NAME Mid Town Bank and Trust Company of Chicago

STREET 2021 North Clark Street

CITY Chicago, Illinois 60614

Attn: Phyllis Milos

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER BOX 333 - TH

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2101 North Leavitt, Chicago

(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 notes, 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 to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 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, 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 thirty 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 or any other paragraph contained herein.

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 title or claim thereof.

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 the paragraph 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; (c) in the event First Party, First Party's beneficiaries or any other obligor default under any other document given by any of them to secure the obligation hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to Sidney D. & [illegible] dated [illegible], and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

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 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 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 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 immediately due and payable, with interest thereon at the rate [illegible] per annum, 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 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, 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 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 overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a complaint 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, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and 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 First Party, its successors or assigns, 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 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 inspect the premises at all reasonable times and access thereto 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 Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same 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 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. To further secure the payment of the note hereby secured, First Party and/or First Party's beneficiaries agree to deposit with the holders of the note on the first day of each and every month, commencing January 1, 1986, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of 110% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holders of the note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holders toward payment of taxes, special assessment levies and insurance premiums when due, but the holders of the note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. First Party and/or First Party's beneficiaries agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the Funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. First Party and/or First Party's beneficiaries acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall not be considered to be held by the holders of the note in trust and that the holders of the note shall not be considered to have consented to act as First Party and/or First Party's beneficiary's agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this trust deed or in the Note secured hereby, the holders of the note may, at their option, without being required to do so, apply any monies at the time of deposit on any of First Party's or First Party's beneficiary's obligations herein or in the note contained in such order and manner as the holders of the note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to First Party, First Party's beneficiaries or to the then owner or owners of the mortgaged premises.

12. In the event the First Party and/ or First Party's beneficiaries sells, transfers or otherwise disposes of the premises or permits a lien (paramount or junior) to be placed upon the premises, to secure a loan or other obligations, or in the event the First Party and/or First Party's beneficiaries permits a lien to attach to the premises, the holder of the note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon, except for that certain Trust Deed dated of even date herewith securing a loan in the amount of $12,300.00, which is subordinate and junior to the lien created by this Trust Deed, and recorded as document no. _____.

85 312 120

70[illegible]

13. In the event that any payment provided for in the note hereby secured shall become overdue for a period in excess of 20 days, a "late charge" of five cents (5¢) for each dollar ($1) so overdue shall become immediately due to the holder of the note as damages for failure to make prompt payment, and the same shall be secured by this trust deed. Such charge shall be payable in any event not later than the due date of the next subsequent instalment of principal or interest.

14. Notwithstanding anything in the note or trust deed to the contrary, the death of all beneficiaries of the First Party and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of an agreement of the First Party hereunder and the holder of the note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the First Party contained herein.

15. In the event that the holder of the note shall, in good faith, deem itself insecure, the holder of the note shall have the right to accelerate the instalments of principal and interest due hereunder.

~~16. First Party's beneficiaries shall, at all times, maintain a life insurance policy in at least the amount of the principal balance remaining unpaid from~~ time to time in the ~~note hereby secured.~~ Said life insurance policy(ies) shall name the holder of the note as the irrevocable ~~beneficiary thereunder.~~ In the event that the beneficiary of said life insurance ~~policy(ies) is deleted,~~ modified or altered in any way ~~without the holder of~~ the note's prior written consent, the holder of the note shall have the right to declare immediately due and ~~payable the principal~~ sum secured hereby and all interest accrued thereon.

17. The premises are to be occupied by you ~~during the entire~~ term of the loan and any and all ~~extensions or modifications~~ thereof and, if this requirement is not met, ~~the holder of the note~~ shall be entitled to all rights and remedies given in this trust deed in the event of default ~~in the performance of any agreement of the First Party contained herein.~~

For additional provisions, which are hereby made a part hereof, see rider attached.

85 312 420

THIS TRUST DEED is executed by the MID TOWN BANK AND TRUST COMPANY 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said MID TOWN BANK AND TRUST COMPANY OF CHICAGO personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein 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 MID TOWN BANK AND TRUST COMPANY OF CHICAGO, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder 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 provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, MID TOWN BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written. MID TOWN BANK AND TRUST COMPANY OF CHICAGO,

as Trustee as aforesaid, and not personally,

CORPORATE SEAL

By Richard Truty, VICE PRESIDENT

Attest Deborah Stephanites, Loan Operations Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

**Deborah Stephanites, Loan Operations Officer

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Truty Vice-President of Mid Town Bank and Trust Company of Chicago, *and Illinois Banking Corp.-------x ~~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 Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporation seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of November, 19 85

Notary Public

My commission expires NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 23,1988
ISSUED THRU ILL. NOTARY ASSOC.

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.

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

ASST. SECRETARY

Trustee

RIDER TO TRUST DEED

This Rider is made this November 14, 1985, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "First Party") to secure Borrower's Note to the holders of the Note and covering the property described in the Trust Deed and located at 2101 North Leavitt, Chicago, IL ("Premises").

In addition to the covenants and agreements made in the Trust Deed, First Party and the holders of the Note further covenant and agree as follows:

16. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.

17. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

18. Rate Change Provisions:

(i) Change Dates: The interest rate may change on the first day of FEBRUARY, 1987, and on that day every year thereafter. Each date on which the interest rate can change is called a "Change Date".

(ii) Effective Date of Changes: The new interest rate will become effective on each Change Date.

(iii) The Index: Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of One (1.0) year as published by the Federal Reserve Board. The most recent Index figure published as of the date forty-five (45) days before each Change Date is called the "Current Index".

If the Index is no longer published, the holder of the Note will choose a new index which is based upon comparable information. the holder of the Note will give the Maker notice of this choice. The initial index value for this loan is 7.97 Percent. Subject to the conditions of this paragraph, the interest rate on this Note shall first be increased or decreased on the Change Date so that the interest rate hereon is the sum of THREE PERCENT (3.0%) percent (the "Margin") plus the current Index value, which is rounded up to the next highest one-eighth of one percentage point. This rounded amount will be the new interest rate until the next Change Date. The holder of the Note will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan (based on a TWENTY (20) year declining amortization schedule) at the new interest rate in substantially equal payments. The result of this calculation is called the "Full Monthly Payment Amount" and it will be the new amount of the monthly payment.

(iv) Required Full Monthly Payment Amount: Beginning with the first monthly payment after each Change Date, the Maker will pay the current Full Monthly Payment Amount as the monthly payment.

(v) Interest Rate "Caps": Any change in the interest rate effective on any Change Date shall be in increments of one-eighth of one percentage point. Any change in the interest rate effective on any Change Date shall not exceed

Three (3.0) percentage points up or down from the interest rate effective on the immediately preceding Change Date. The maximum interest rate which may be imposed by the holder of the Note shall not exceed 17.50 percent per annum (the initial interest rate plus Six (6.0) percentage points) and the minimum interest rate which may be imposed shall not be less than 5.50 percent per annum (the initial interest rate minus Six (6.0) percentage points).

(vi) The principal and interest payment stated on page one, paragraph one, of ONE THOUSAND ONE HUNDRED TWENTY-FOUR AND SEVENTY-SIX/HUNDREDTHS ($1,124.76) will be payable until the earlier of the first Change Date or the date on which the Note is fully paid.

(vii) From and after the occurrence of (a) any default in the payment of interest when due in accordance with the terms hereof, (b) a Default (as herein defined) under the Note, or (c) the Maturity Date (as defined in the Note) of the Note, whether by acceleration or otherwise, interest shall accrue on the amount of the principal balance outstanding hereunder at the Default Rate. The Default Rate shall be equal to thirty percent (30%) per annum; interest accruing at the Default Rate shall be payable on demand.

19. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements.

20. Any default under that certain Security Agreement (Chattel Mortgage) dated November 14, 1985 between Mid Town Bank and Trust Company of Chicago a/t/u Trust Agreement dated October 17, 1985 a/k/a Trust No. 1327, First Party, Sidney D. and Jean An Becker, Debtor, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.

21. Any default under that certain Security Agreement (Chattel Mortgage) dated November 14, 1985 between Sidney D. and Jean An Becker, Debtor, and Mid Town Bank and Trust Company of Chicago, Secured Party, shall constitute a default hereunder.

22. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the First Party, in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

23. The note secured hereunder is also secured by an Other Trust Deed ("Other Trust Deed") dated of even date herewith and filed with the Recorder of Deeds of Cook County, Illinois as document number _____ made by SIDNEY D. BECKER AND JEAN ANN BECKER, HUSBAND AND WIFE to Chicago Title and Trust Company. Any default under the Other Trust Deed shall be constitute a default hereunder.

By: _____
RICHARD TRUTY, VICE PRESIDENT

Attest: _____
DEBORAH STEPHANITES, LOAN OPERATIONS OFFICER

85 312 420

70011

EXHIBIT "A"

LOT 9 IN BLOCK 3 IN SHERMAN'S ADDITION TO HOLSTEIN, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2101 North Leavitt, Chicago, IL
Perm Tax ID. No: 14-31-126-008-0000

ep.

This Instrument prepared by:
Phyllis Milos
MID TOWN BANK AND TRUST COMPANY OF CHICAGO
2021 North Clark Street
Chicago, Illinois 60614

85 312 420