

THE ABOVE SPACE FOR RECORDERS USE ONLY

768648473

This Indenture, Made October 23, 1986, between Western National Bank of Cicero, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated March 20, 1979 and known as Trust No. 7386 herein referred to as "First Party," and Affiliated Bank/North Shore National herein referred to as TRUSTEE, witnesseth:

Principal THAT, WHEREAS First Party has concurrently herewith executed _____ note bearing even date herewith in the PRINCIPAL SUM OF Forty Thousand and no/100 (\$40,000.00) DOLLARS, made payable to ~~BEVENSER~~ Affiliated Bank/North Shore National 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 as follows:

Quarterly interest only payments payable in accordance with the terms and conditions of the said Principal Note. The term "Prime" means the prime commercial rate of Bank, such rate being changed from time to time as established or announced by Affiliated Bank/North Shore National. Prime does not mean the lowest interest rate offered by Bank from time to time.

Principal bearing interest after maturity at the rate of P+6 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 Affiliated Bank/North Shore National, 1737 W. Howard, Chicago, IL 60626

In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby.

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

LOTS 94 AND 95 IN BLOCK IN CRANDALL S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 40, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4456 W. Irving Park Rd., Chicago, IL

PHN 13-15-319-073-0000 All 97

14.00

The terms and conditions of the Principal Note dated October 23, 1986 in the amount of Forty Thousand and no/100 Dollars (\$40,000.00) executed by Western National Bank of Cicero as Trustee U/T 7386 dated March 20, 1979 are hereby incorporated by reference and made a part hereof.

EXONERATION PROVISION RESTRICTING ANY LIABILITY of the WESTERN NATIONAL BANK of CICERO stamped on the reverse side hereof is hereby expressly made a part hereof.

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 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 thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled) and ventilation, including (without restricting the foregoing), air sacs, truckow shades, storm doors and windows, floor coverings, inator 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 herein set forth, plus Rider

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

IN WITNESS WHEREOF, WESTERN NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

WESTERN NATIONAL BANK OF CICERO As Trustee as aforesaid and not personally.

By David M. Augustyn, Vice-President

ATTEST Carol Ann Weber, Assistant Secretary

STATE OF ILLINOIS, } SS. COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th Day of November A.D. 19 86

[Signature]

Notary Public

My Commission Expires Nov. 16, 1987

86530950

RECORDING INSTRUCTIONS
CITY
STREET
NAME

REVISED

Chicago, IL
Attn: Joan M. Bassak
Chicago, IL 60626
1737 W. Howard Street

AFFILIATED BANK/NORTH SHORE NATIONAL

Chicago, IL
4456 W. Irving Park

FOR RECORDING UNDER PURPOSES
OF THE ACT OF MARCH 3, 1909
RECORDING INSTRUCTIONS

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

The Note mentioned in the title of this Trust Deed has been identified hereunder by the following description:
Under Identification No. _____
The Trustee

MADE NOW TO FR 3-28 86530950

That in order to further secure payment of the Principal Note secured by this Trust Deed dated October 23, 1986 which is incorporated by reference and made a part hereof as aforesaid, First Party concurrently herewith agrees that any default(s) under that certain Trust Deed executed by the Western National Bank of Cicero as Trustee under Trust Agreement dated March 20, 1979 and known as Trust #7386 dated August 29, 1986 in the amount of \$20,000.00 recorded with the Office of the Recorder of Deeds of Cook County on August 29, 1986 as Document #86385694 and filed on August 29, 1986 with the Registrar of Forensic Titles of Cook County as Document #LR345073 shall be considered a default under this Trust Deed.

1. This is a further understanding and acknowledgment that the following property, hereinafter described, is being offered as security for the payment of the Principal Note secured by this Trust Deed dated October 23, 1986 which is incorporated by reference and made a part hereof as aforesaid, and for the payment of any interest thereon, and for the payment of any taxes, assessments, charges, liens, mortgages, judgments, and other obligations which may be levied against the property, and for the payment of any costs, charges, and expenses which may be incurred in the collection of the Principal Note and interest thereon, and for the payment of any costs, charges, and expenses which may be incurred in the enforcement of the security hereunder. The property is being offered as security for the payment of the Principal Note and interest thereon, and for the payment of any taxes, assessments, charges, liens, mortgages, judgments, and other obligations which may be levied against the property, and for the payment of any costs, charges, and expenses which may be incurred in the collection of the Principal Note and interest thereon, and for the payment of any costs, charges, and expenses which may be incurred in the enforcement of the security hereunder.

86530950

Prime + 6%

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RIDER

ATTACHED TO TRUST DEED

9 5 0

Western National Bank of Cicero

DATED October 23, 1986

EXECUTED BY U/T 7386 dated 3-20-79

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 First Party will deposit with the Holder of the Note secured by this Trust Deed (hereinafter referred to as "Holder") 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 are to be held without interest and are to be applied by the Holder to the payment of such taxes, assessments and insurance premiums as they become due and payable. If at any time the Holder deems the amount deposited insufficient to pay said taxes, assessments and insurance premiums, the First Party will deposit with the Holder any amount necessary to make up the deficiency; provided, however, that nothing in this paragraph contained, shall relieve the First Party from the performance of any of the other covenants and agreements contained relative to the payments of taxes and assessments and insurance premiums.

In case of default in the payment of any installments of principal or interest or in the performance of the covenants and agreements of the First Party herein contained, the Holder may apply any and all sums then on deposit, on account of the indebtedness secured by this Trust Deed.

It shall not be obligatory upon the Holder to inquire into the validity or accuracy of any such items before making payment of same, and nothing herein contained shall be construed as requiring the Holder to advance other monies for said purpose.

12. It is further covenanted and agreed that First Party shall deposit with the Holder insurance in form and content as approved by Holder which shall be carried in companies approved by the Holder, and the policies and renewals marked "paid" shall be delivered to the Holder at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard non-contributing mortgage clauses in favor of the Holder and entitling the Holder to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to the Holder, all to be in form and content acceptable to Holder.

13. In case of loss or damage by fire or other casualty, the Holder is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow First Party to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Holder is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Trust Deed is not in default, such insurance proceeds, after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Holder for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the Holder, either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Holder and used to reimburse First Party for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost exceeds the insurance proceeds the receipt of such additional funds as necessary to cover such cost and with architect's certificates, waivers of lien, contractor's and sub-contractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Holder shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Holder, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

14. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Trust Deed to secure the payment hereof or any portion thereof, without the prior written approval of the holder or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of the holder or any

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RIDER ATTACHED TO TRUST DEED

Western National Bank of Cicero

DATED October 23, 1986

EXECUTED BY U/T/7386 dated 3-20-86 and not in effect

conveyance, mortgage or encumbrance of the premises of any part thereof as security for any debt without the prior written approval of the holder or any assignment of all or any part of the beneficial interest of Trustee as security for any debt without the prior written approval of the holder, shall constitute a default hereunder on account of which the holder may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Trust Deed immediately or at any time such default occurs.

15. First Party hereby assigns, transfers and sets over unto the Holder the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Provided that such premises requires rebuilding or restoration and so long as this Trust Deed is not in default, any award, after deducting therefrom any expenses in the collection thereof, shall be made available by the Holder for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In all other cases, the Holder may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Holder. In the event said proceeds are made available for rebuilding or restoration by the election of the Holder as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 13 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the Holder be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

16. The First Party hereby waives any and all right 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

17. First Party has been advised by its beneficiaries that the loan to be disbursed under the Note is an exempted transaction under the Truth in Lending Act, 15. U.S.C. § 1601 et seq., that the Note and this Trust Deed which is security therefore are to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

18. It is further understood and agreed that the Holder reserves the right to approve and or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

19. That if any action or proceeding be commenced (except any action to foreclose this Trust Deed or to collect the debt secured hereby) to which action or proceeding the Trustee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the Trustee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Trust Deed shall on notice and demand be paid by the First Party, together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate, prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Trust Deed, and shall be deemed to be secured by this Trust Deed and evidenced by the Note; that in any action or proceeding to foreclose this Trust Deed, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

20. First Party agrees to pay a late charge of 5 percent of each installment in default more than ten (10) days to cover Holder's additional expense of handling and collecting such delinquent installments. First Party agrees to pay reasonable attorneys' fees, costs and expenses incurred by Holder in collection and enforcement of the Note.

21. Notwithstanding any provisions in this Trust Deed to the contrary, if any one or more of the following events of default, which events are herein together referred to as "Events of Default", shall occur, all indebtedness of First Party arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Holder become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

- (a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or

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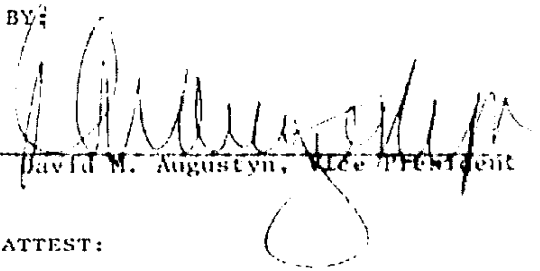
RIDER ATTACHED TO TRUST DEED

Western National Bank of Cicero

DATED October 23, 1986

EXECUTED BY U/T 7386 dated 3-20-86 and not individual

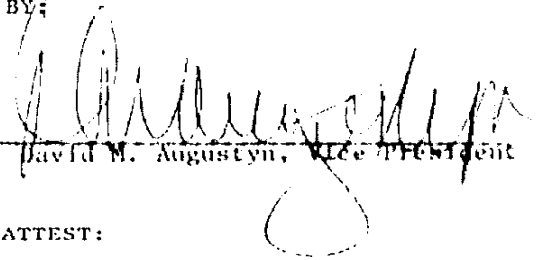
- (b) If default shall be made in the performance or observance of any other term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any written statement or certificate made or furnished to the Holder, at any time, shall be incorrect or untrue or shall otherwise be misleading.

WESTERN NATIONAL BANK OF CICERO
As Trustee, Not Personally
BY: 
David M. Augustyn, Vice President

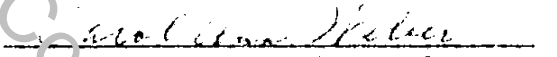
WESTERN NATIONAL BANK OF CICERO

As Trustee, Not Personally

BY:


David M. Augustyn, Vice President

ATTEST:


Carol Ann Weber, Assistant Secretary

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This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but as trustee under the Agreement mentioned in said document. Said Trust Agreement is hereby made a part of this report and Justice which may result from the signing of the same. WESTERN NATIONAL BANK of CICERO, general agent, and the undersigned, are hereby authorized to hold the same in trust for the use of the said trust. The undersigned hereby certifies that the same are the property of the said trust and are not the property of any individual. Any and all personal liability of said property of the trust is hereby expressly waived by the parties hereto and their respective successors and assigns.

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