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TRUST DEED

DEC 31 12:58

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made December 26, 1986, between American National 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 December 1, 1986 and known as trust number 10097-03, herein referred to as "First Party," and Chicago Title and Trust Company,

an Illinois corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed three principal notes bearing even date herewith in the total Principal Sum of Two hundred ninety-eight thousand, one hundred fifty (\$298,150.00)

DOLLARS

made payable to Keith L. Kline, Frank J. Schneider and Royce W. Ladd

12.00

and delivered, in and by which said Notes the First Party promises to pay the said principal sum and interest from January 1, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows: Two thousand eight hundred seventy-nine and 61/100 (\$2,879.61)

Dollars or more on the 1st day of February 1987 and two thousand eight hundred seventy-nine and 61/100 Dollars or more on the 1st day of each month thereafter until said notes are fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the 2nd day of January, 1993. All such payments on account of the indebtedness evidenced by said notes 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 10% 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 Keith L. Kline in said City,

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

"Lots 10 and 11 in Block 3 in Cochran's Addition to Edgewater, said addition being a subdivision of the South 1946 feet of the West 1320 feet of the East fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois."

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 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, inodor 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 article 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 and for the equal security of the said principal notes hereinabove described, without preference or priority of any one of said principal notes over any of the others by reason of priority of time of maturity or of the negotiation thereof or otherwise:

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: (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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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 notes duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) 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 notes, 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 notes, 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 notes or of any of them, may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial

70-91-996 subd
this instrument prepared by Brian J. McCallam
20 N. Wacker Dr, Rm 2240
Chicago, IL 60606

MAIL TO:

Brian J. McCallam
20 N. Wacker Dr, Rm 2240
Chicago, IL 60606

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

5400-5608 N. Winthrop and
112-14 W. Addison
Chicago, IL 60660

PLACE IN RECORDER'S OFFICE BOX NUMBER

Tax no. 105 ALL GR 0
14-05-400-022-0000

THE PROTECTION OF BOTH THE BORROWER AND LENDER SHOULD BE IDENTIFIED BY THE TRUSTEE MARKED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Principal Notes mentioned in the within Trust Deed have been identified herewith under Identification No. CHICAGO TITLE & TRUST COMPANY, TRUSTEE

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there 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 Company for the uses and purposes therein set forth.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Inc. Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year at first above written.

IN WITNESS WHEREOF, ANBIC personally appeared and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there 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 Company for the uses and purposes therein set forth.

10. Trustee may render 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 or Registrar of Titles of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same powers and authority as are herein given Trustee.

11. Before retaining the trust deed, Trustee or successor shall receive for its services, fees as determined by its rate schedule in effect when the release deed is made. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

12. This Trust Deed is intended to be subject to the additional terms and conditions contained on the attached Rider.

13. This Trust Deed is intended to be subject to the additional terms and conditions contained on the attached Rider.

14. This Trust Deed is intended to be subject to the additional terms and conditions contained on the attached Rider.

15. This Trust Deed is intended to be subject to the additional terms and conditions contained on the attached Rider.

16. This Trust Deed is intended to be subject to the additional terms and conditions contained on the attached Rider.

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RIDER TO TRUST DEED

The undersigned First Party hereby agrees to amend its December 26, 1986 Trust Deed by adding the following additional terms and conditions:

12. Default under this trust deed or under any of the three notes secured by this trust deed shall constitute default under each and every debt instrument of the parties.

13. The Seller of the Premises shall pay 1986 general real estate taxes for the Premises as they fall due in 1987. If the Seller fails to pay said 1986 taxes, the First Party shall have the right to pay them, together with all penalties and interest, and receive a credit against the principal and interest outstanding under the notes. Beginning June 1, 1987 and concurrent with monthly payments of principal and interest due under the notes, the First Party shall pay the holders of the notes one-twelfth of projected annual real estate taxes for the Premises, to be held in escrow and then applied to pay 1987 and subsequent real estate taxes for the Premises. The First Party shall immediately make up any shortfall in escrowed funds necessary to pay taxes as they fall due.

14. All principal and interest payments outstanding under the notes shall become immediately due and payable upon the earlier occurring of January 2, 1993, default, sale or transfer of the Premises, assignment of beneficial interest in the Premises or execution of an installment agreement for sale of the Premises.

15. First Party may make additional loans relating to or collateralized by the Premises so long as the total debt serviced by income from the Premises does not exceed 80% of its fair market value.

16. First Party shall purchase casualty and liability insurance coverage exceeding the amount of principal outstanding showing the mortgagees as co-insureds and cancellable only upon thirty (30) days written notice.

17. Notwithstanding anything herein to the contrary, the secured party shall be required to give the First Party written notice of default and five days time to cure default before enforcing creditor rights hereunder.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, As Trustee as aforesaid and
not personally,

By: _____

Attest: _____

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