

This Indenture, Made December 26, 1985, 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 August 1, 1980 and known as Trust No. 7957 herein referred to as "First Party," and Commercial National Bank of Berwyn, a National Banking Corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed _____ note bearing even date herewith in the PRINCIPAL SUM OF Two hundred thousand and no/100ths. (\$200,000.00)----- DOLLARS, made payable to ~~BEARER~~ Commercial National Bank of Berwyn 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: with interest thereon from date at the rate of 13.00% per annum initially and at a varying rate per annum thereafter which shall be 3.50% per annum above the prime rate of this Lender and will fluctuate from day to day with such rate until maturity and with interest after maturity at a rate two (2) percent per annum above the rate which would have been in effect according to the terms of this Note, until fully paid. All interest shall be payable Monthly. Due August 26, 1985

and all of said principal and interest being made payable at such banking house or trust company in Berwyn 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 Commercial National Bank of Berwyn

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 1, 2, 3, 4, 5, 6, 7 and 8 (except the West 6.0 feet thereof) in Block 16 in White & Coleman's LaVergne Subdivision, being a Subdivision of Blocks 13 to 28 inclusive in Cheviot's First Division in the Northwest Quarter of Section 32, Township 39 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 25, 1980, as Document No. 1378426, all in Cook County, Illinois

Permanent Index #'s 16-32-130-002 (effects lot 7 & part of lot 8), 16-32-130-003 (lot 6), 16-32-130-004 (lot 5), 16-32-130-005 (lot 4), 16-32-130-006 (lot 3), 16-32-130-007 (lot 2)

However, if all or any part of the property is sold or transferred without Lender's prior written consent, Lender may declare the entire loan balance to be immediately due and payable and after 30 days Borrowers can become liable for expenses of foreclosure including court costs and reasonable Attorney's fees.

THIS IS A JUNIOR TRUST DEED

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 secondarily 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 units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door 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.

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 Joanne I. Powell 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 31st Day of December A.D. 1985

Notary Public Signature

My Commission Expires Nov. 16, 1987

16-32-130-008 (lot 1) 86074212

