This Indenture, Made February 11

, between PALATINE

NATIONAL BANK, 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

June 2, 1981

and known as trust number

3647

, herein referred to as

"First Party." and Palatine National Bank, a national banking association of the United States of America modification supportation therein referred to as TRUSTEE.

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-

with in the PRINCIPAL SUM OF

Two hundred eighty one thousand three hundred ninety eight and 10/100

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 spacifically described, the said principal sum and interest in monthly installments

month 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 1st

. All such payments on account of the indebtedness evidenced by said note to be day of February 1996 first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each per annum, and all of said principal instalment unless paid when due shall bear interest at the

and interest being made payable at such banking house or trust company in Palatine, Illinois Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at

Jan'the office of Palatine National Bank 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, cloes 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:

That part of lots 4 and 5 in Barrington Donlea Subdivision, a Subdivision of part of the North 1/2 of Section 4, Township 42 North, Range 9 East of the Third Principal Meridian, recorded as document 17133235 described as follows: Beginning at the south west corner of lot 5 and running thence northeasterly along the southerly line of said lot, 344.77 feet; thence north 10 degrees 03 minutes 11 seconds west, 679.12 feet to the north line of said lot 4; thence west along the north line of said lot 4. 1/0.0 feet to the north west corner of said lot; thence south along the west line of said lot, 350.0 feet to the south west corner of lot 4, said point being the northern most corner of lot 5; thence southwesterly along the northwesterly line of said lot 5, 23,50 feet; thence southeasterly along the westerly line of said lot-5, 376.94 feet to the point of beginning, in Cook County, Illinois.

+ Permanent Real Estate Index No. 01 04 101 022 9000.

gry address.

Bewington Hello, IC

***a rate (the "Default Rate", herein) which is the higher of eighteen (18%) per cent per annum or an annual interest rate five percentage points above the "Harris Prime", as defined in the note, 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 covering, inadoor 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.

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ELLEO FUR RECORD BOOK COUNTX ILLINOIS

COUNTY OF 6365k rake STATE OF ILLINOIS whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the pentiency of such foreclosure suit and, in case of a sale and 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 successor 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 tien 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 now representing that all indebtedness hereby seconed 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 hereinde or which conforms in substance with the description herein contained of the note and which purports to be executed or healf 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 berein described any tote 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 is viring 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 rie ituated shall be Successor in Trust. Any Successor in Trust because shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable componention for all acts possioned hereunder.

THIS TRUST DEED is executed by PALATINE NATIONAL BANK, not personally out at Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PALATINE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), 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 PALATINE NATIONAL BANK 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 PALATINE NATIONAL BANK 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, PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____President, and its corporate seal to be hereunto affixed and attested by its _______Trust Officer, the day and year first above written.

PALATINE NATIONAL BANK
As Trustee as aforesaid and not personally.

By

Vice President

ATTEST Sparrent Ou Sans

as their rights may appear.

at any time after the expiration of said three day period.

IT IS FURTHER UNDERSTOOD AND ACREED THAT:

purposes, and upon the uses and trusts herein set forth.

sale, forfeiture, tax lien or title or claim thereof.

paragraph.

reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may ee and pursuant to such Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be pended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies.

decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this tary and expert evidence, stenographers' charges, publication costs and costs (which may be endingted as to items to be exby or on dehalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraise a fees, outlays for documenand included as additional indebtedness in the decree for sale all expenditures and expense which may be paid or incurred or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note

specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised interest on the note, or (b) in the event of the failure of First Party or is successors or assigns to do any of the things become due and payable (a) immediately in the case of default in making payment of any instalment of principal or indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, 3. At the option of the holders of the note and without with to First Party, its successors or assigns, all unpaid

office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, to taxes or assessments, may do so according to any bill, statument or estimate procured from the appropriate public 2. The Trustee or the holders of the note kereby secured making any payment hereby authorized relating

note shall never be considered as a waiver of My right accruing to them on account of any of the provisions of this out notice and with interest thereon at the rite of seven per cent per annum. Inaction of Trustee or holders of the taken, shall be so much additional indeviedners secured hereby and shall become immediately due and payable withhereof, plus reasonable compensation o Trustee for each matter concerning which action herein authorized may be any other moneys advanced by Trus et er holders of the note to protect the mortgaged premises and the lien purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any tax sale or forfeiture affecting soid premises or contest any tax or assessment. All moneys paid for any of the purchase, discharge, comproxiis or settle any tax lien or other prior lien or title or claim thereof, or redeem from ent, and may, but need not make full or partial payments of principal or interest on prior encumbrances, if any, and but need not, make any payment or perform any act hereinbefore set forth in any form and manner decined expedipolicies not less than ten lays prior to the respective dates of expiration; then Trustee or the holders of the note may, additional and rene, of policies, to holders of the note, and in case of insurance about, to expire, to deliver renewal to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including insurance policies rayable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights same or to parting full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the after situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereor to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer of; (6) refeain from making material alterations in said premises except as required by law or municipal ordinances; ises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereplete within a reasonable time any building or buildings now or at any time in process of erection upon said premquest exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) comany indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon refree from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forewer, for the

or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether be a party, either as plaintiff, claimant or desendant, by reason of this trust deed or any indebtedness hereby secured: or (b) note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which cither of them shall with interest thereon at the per annum, when paid or incurred by Trustee or holders of the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable.

cipal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all prinas are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such ilems 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order premises or the security hereof, whether or not actually commenced.

without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if may appoint a receiver of said premises. Such appointment may be made either before or after sale, withour notice, 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed

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 the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when First Party, its successor 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 becominder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indomnities 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 indebteness 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 discribed any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or vinich 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 Sind 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 singled shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority at are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed bereunder.
- ll. First Party hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois, all rights to retain possession of the premises after any default in payment or breach of any of the obligations, covenants, undertakings or agreements herein or in the Note contained, and any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed (1) behalf of itself and every person acquiring any interest in or title to First Party shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waives the benefit of such laws. First Party for itself and all who may claim through or under it waives any and all right to have the premises and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. First Party represents it has been, and is, authorized to execute the foregoing waivers and releases.

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- 12. As set forth in the Note, bommencing in March, 1986 and continuing each month thereafter to and including February, 1996 First Party agrees to pay the holder of the Note, on the due date of instalments payable thereunder, an amount equal to the real estate taxes and assessments next due on the premises divided by the number of months to elapse before one month prior to the date when such taxes shall become due. First Party's failure, after request by the holder of the Note, to make timely tax deposits pursuant to the Note and this Paragraph 12 shall be a default of this Trust Deed, and shall entitle the holder hereof to the option of the acceleration set forth in Paragraph 3 of this Trust Deed.
- 13. First Party will not, without the prior written consent of Trustee, sell, assign, transfer, sell under contract or installment sale, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the premises and/or in the rents, issues or profits from the premises. Any such sale, assignment, transfer, mortgage, deed of trust, pledge, charge or other disposition or encumbrance made without Trustee's prior written to sent shall be null and void and of no force and effect as between the parties hereto and the making thereof shall constitute a default under this Trust Deed.
- 14. First Party agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the premises by virtue of an exercise of the right of thinent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the premises, are hereby assigned to the Trustee; and the Trustee, at its option, is nereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the Trustee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Trustee may determine, (3) pay the same or any part to the First Party to replace or restore the premises to a condition satisfactory to the Trustee on terms and conditions satisfactory to Trustee, or (4) release the same to the First Party; and the First Party hereby covenants and agrees to and with the Trustee, upon request by the Trustee, to make, execute and deliver any and all assignments and other instruments sufficient to the purpose of assigning all such awards to the Trustee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.
- 15. If any action or proceeding be commenced, to which action or proceeding Trustee is made a party, or in which it becomes necessary to defend or uphold the lien and interest of this Trust Deed, all sums paid by Trustee for the expense of any litigation to prosecute or defend the rights, lien and security interest created by this Trust Deed (including reasonable attorneys fees) shall be paid by First Party, together with interest thereon at the rate then being charged pursuant to the terms of the Note, and any such sums and the interest thereon shall be a lien and security interest on the premises, prior to any right or title to, interest in or claim upon the premises attaching or accruing subsequently to the lien and security interest of this Trust Deed, and shall be secured by this Trust Deed.
- 16. If any principal or interest due under the terms of the Note shall not be paid within ten (10) days of the date on which payment thereof is due or if any payment becomes due under the terms of this Trust Deed and is not paid within ten (10) days of demand therefor by the holder of the Note, whether such payment becomes due before or after the acceleration of maturity as herein provided, the unpaid principal balance of the Note, as

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well as all other indebtedness of the First Party hereunder,

well as all other indebtedness of the first Party hereunder, chall bear interest at the Default Rate, as defined in the said Note (an annual interest rate which is the higher of 18% or five (5) percentage points above the "Harris Prime"), from the due date of the defaulted payment or the date of demand for payment, as applicable, until all past due payments are paid.

- 17. The rights of Trustee arising under the provisions and covenants contained in this Trust Deed, and the Note and in other documents securing the Note or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others, and no act of Trustee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. Any action taken under this Trust Deed by Trustee shall be for Trustee's sole benefit and no person or persons shall or may rely upon any action or inaction by Trustee pursuant to this Trust Deed.
- 18. A valver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the Note or of any other documents given by First Party or any guarantor to secure the Note, or any part thereof, shall apply only to the particular instance or instances and at the particular time or times only, and no valver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Trust Deed and of such other documents shall survive and continue to remain in full force and effect.
- 19. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

INISTRUST DEED is executed by PALATINE NATION AL BANK, not personally but at Trustee at aforesaid in the exercise of the power and authority conferred upon and sessed in it as such Trustee (and said PALATINE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument) 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 PALATINE NATIONAL BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any coverant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every p r, on now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and site ALATINE NATIONAL BANK personally are concerned, the legal holder or holders of said note and the confer or emers of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the partient thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the persu nal liability of the guarantor, if any.

IN WITNESS WHEREOF, PALAT these presents to be signed by its	INE NATIONAL BANKS not personally but as Trustee's, aforesaid, him	25 CaUSC
itsTrust Officer, the day	and year first above written	NO.
	PALATINE VATIONAL BANK As Trustee as aforesaid and not personally,	7
	ByPres	- P
	ATTEST	_

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