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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 15, 1986, between AEINA BANK u/t 10-4009
u/a/d December 30, 1985 AND NOT PERSONALLY

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FIFTY-FOUR THOUSAND ONE HUNDRED SIXTY-THREE AND 42/100 (\$54,163.42)*-----

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Dollars,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 13 percent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED NINETY-NINE AND 16/100 (\$599.16) ----- Dollars or more on the 1st day of March 1986 and FIVE HUNDRED NINETY-NINE AND 16/100 (\$599.16) - Dollars or more on the 1st day of each 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 day of February, 1993. All such payments on account of the indebtedness evidenced by said note 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 14% per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 NLJAS ZENKICH, 1630 Marie Lane, Glenview, Illinois 60025.

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, as set forth on Exhibit "A" attached hereto.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

This Trust Deed is secured and subordinate to that certain Trust Deed for Parcel 1 described on Exhibit "A" attached hereto, said Trust Deed being in the principal amount of \$ 225,000.00, dated January 15, 1986, and recorded January 27, 1986, in the Office of the Cook County Recorder of Deeds as Document Number 86035332.

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 Mortgagors 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 the mortgagors or their 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, (free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 and shall be binding on the mortgagors, their heirs, successors and assigns. Trustee's Exoneration rider attached hereto and made a

WITNESSE the hand and seal of Mortgagors the day and year first above written. part hereof.
_____| SEAL | AEINA BANK, u/t/ 10-4009, u/a/d | SEAL |
December 30, 1985 AND NOT PERSONALLY | SEAL |
_____| SEAL |

STATE OF ILLINOIS, I, JANET G. STREETER
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT AEINA BANK, u/t/ 10-4009, u/a/d December 30, 1985, by
MARIO V. GOTLANDO AND HELEN M. WEJST
who are personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of January 19 86.
Janet G. Stretter Notary Public

Notarial Seal

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED DATED JANUARY 15, 1986, BETWEEN AETNA BANK u/t 10-4009 u/a/d DECEMBER 30, 1985, MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY AS MORTGAGEE.

- * The principal amount of this Trust Deed and the Installment Note shall be reduced by prorations and credits due the Mortgagors from the purchase of the property commonly known as 3727033 N. Elston Avenue, Chicago, Illinois and described as Parcel 1 on Exhibit "A".
- ** In addition to the foregoing sums, Mortgagors shall pay to the ORDER OF BEARER \$6,500.00 on the 1st day of the 12th month following initial payment date, and \$6,500.00 on the 1st day of the 24th month following the initial payment date.
- *** Provided, however, if Mortgagors are not in default, at the option of Mortgagors, payments may continue for an additional 24 months with interest on the balance of principal remaining from time to time unpaid at the rate of 14% per annum, payable in monthly installments on the 1st day of each month with a final payment of principal and interest due on the 1st day of February, 1986.

It is agreed that the holder of the Note secured hereby shall direct the Trustee to release those respective parcels set forth below and more fully described on Exhibit "A" upon payment of the respective sums set forth below.

The payment of such sums shall represent a portion of the then existing principal balance of the indebtedness evidenced by the Note secured hereby.

Said prepayment is to be without penalty and shall be applied to principal, it being understood, however, that said prepayment shall not excuse or postpone the regular monthly payments of principal and interest required, but shall reduce the amount of the final payment of the Note secured hereby.

<u>PARCEL</u>	<u>AMOUNT REQUIRED FOR RELEASE</u>
2	\$15,000.00
3	25,000.00
4	15,000.00
5	18,000.00

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EXHIBIT "A"

PARCEL 1:

Lot 21 and that part of lots 22 and 23 in R. F. Bickerdicke's subdivision of that part North of Elston Avenue of Block 2 in Bickerdicke second addition to Irving Park in the North East 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian lying Southeasterly of a line drawn from a point in the Southwesterly line of Lot 22, 50 feet Northwesterly of Southwesterly corner of said Lot 21, to a point in the Northerly line of Lot 23, 2 feet 8-1/2 inches Westerly from the Northeasterly corner of said Lot 23 in Cook County, Illinois.

P.I.N.: 13-23-222-009-010 ^{lot 22} 44723
Commonly known as 3727-33 N. Elston Avenue, Chicago, Illinois

PARCEL 2:

Unit 104 together with an undivided 4.715 percent interest in the common elements in Kedvale Terrace Condominium as delineated and defined in the Declaration recorded as Document number 19706065, in the Southeast 1/4 of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 13-15-404-039-1004 ^{7P}
Commonly known as 4339 N. Kedvale, Chicago, Illinois

PARCEL 3:

Lot 48 in block 5 in Gunn's Subdivision of the North 30 acres of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-22-316-022 ^{7P}
Commonly known as 3356 N. Kilbourn, Chicago, Illinois

PARCEL 4:

Lot 47 in Block 5 in Gunn's Subdivision of the North 30 acres of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-22-316-023 ^{7P}
Commonly known as 3358 N. Kilbourn, Chicago, Illinois

PARCEL 5:

Lot 1 of Bell's Subdivision of a part of the Northwest 1/4 of S6, Township 1 North, Range 23, East of the Fourth Principal Meridian, according to the plat of survey of said Subdivision on file and of record in the office of the Register of Deeds in and for the County of Kenosha, State of Wisconsin and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Commonly known as: 6101-03 18th Avenue, Kenosha, Wisconsin

OUT OF COUNTY

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EXHIBIT A

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THIS TRUST DEED is executed by the ~~Actna Bank~~, 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 said ~~Actna 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 ~~Actna 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 ~~Actna 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.

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Of Cook County Clerk's Office

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