86 118 390 71 ()()2 MARCH 21 THIS INDENTURE, Made MARCH 21:

So perwise La Sale Moint I Bank, national banking sale is in, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duty resoluted in delife ed to said it in in pur up to of Trust Party," and CHICAGO TITLE AND TRUST COMPANY

Therein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY made payable to payeous THE FIRST NATIONAL BANK OF LINCOLNWOOD. A NATIONAL BANKING ASSN 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 and interest on the balance of principal remaining from time to time unpaid at NEW BOLDER ATTACHED HERETO AND MADE A PART MARKED interest. If not sconer paids shall be due on the All-suck payments-on secount of the intelestedness-evidenced केष्ट्र आविनातर के कार्नातर कार्यात कार् LINCOLNWOOD, 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 THE FIRST NATIONAL BANK OF LINCOLNWOOD, 6401 N. in said City, LINCOLN AVE., LINCOLNWOOD, IL. 60645. NOW, THEREFORE, First Party to secure the payment of 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 VILLAGE OF WILMETTE COUNTY OF COOK A'D STATE OF ILLINOIS, to wit: LOT 1 IN BLOCK 1 IN NETSTRAETER'S ADDITION TO WILMETTE, A SUBDIVISION/LOTS 11 AND 12 IN COOK COUNTY CLERK'S DIVISION OF THE NORTH EAST FRACTIONAL QUARTER OF SECTION 33, TOWN-SHIP 42 NORTH, RANGE 13 63ST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE NORTH 14 FEET THEREOF SITUATED IN VILLAGE OF WILMETTE IN COOK COUNTY, ILLINOIS. 05.33-210-010-0000 \*\*SEE DEFAULT RATE ON RIDER AVIACHED HERETO AND MADE A PART HEREOF.

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which, with the property hereinafter described, is referred to herein as the "premises",

TOGETHER with all improvements, tenements, enements, fixtues, and appartenances he rio belonging, and all rents, issues and profits thereof for so long and during all such times as Fust Party, its successors or assigns may be entitled thereto (which are pleaged), marily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centually re-trolled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing, streens, window shades, from doors and windows, floor coverings, inadoor beds, awnings, stores 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 said Trustee, its successors and assigns, forever, for the purper estand upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 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 successor. 17 signs to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be come damaged or be destroyed; (2) keep start, cruses in good condition and repair, without waste, and free from mechanic's or other items or claims for lien not expressly subordinated to the lien hereof; (3) pay when due nor indebtedness which may be secuted by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such pitch. 16 Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) con ply, that all requirements of law or municipal ordinance; with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except. Trustee or to holders of the note of the holders of the note request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said in mises instead against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of try long or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in two loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of try long or repairing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note,
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment sale, forfeiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) numediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any or the things specifically set forth in paragraph one hereoft and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

  4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorness? tees, Trustee's fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorness? fees, Trustee's fees, appraiser's fees, outlays for documentary and expense swhich may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title sear, her rand examinations, guarantee policies. Forrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably sucessary either to proceed such unit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premise such either and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness so, such direits and indebtedness so, and expenses of the value of the paragraph mentioned shall be come so much additional indebtedness so, such direits and indebtedness so, such direits and indebtedness so, such direits and indebtedness of the decree of the lates and bankrupts y proceedings, to which either of them shall be a party, either as planeatif, channal or defendant, by reason of this Time Deed of any including probate and bankrupts y proceedings, to which either of them shall be a party, either as planeatif or the contract between the premise so the socially commenced; or to propose the social proceedings which might affect the premises of the contrib
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses includent to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to livist Parly, its legal representatives or assigns, as their rights may appear.
- 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 may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard, to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the pas ment of the indebtedness secured hereby, and without regard to the their 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 tents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the tull statutory period of redemption whether there be redemption or not, as well as during the 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 fax, special assessment or other hen 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.

|        | THE ABOVE SPACE FOR RECORDERS USE ONLY  Da Sallo National Bank  135 South Le Sale Street CHICAGO, ILLINOIS 60690  FORM 8045 AP (6.74)  MAIL TO: C. A. GREENSTEIN, V. P. THE FIRST NATIONAL BANK OF LINCOLNWOOD 6401 NORTH LINCOLN AVENUE LINCOLNWOOD, IL. 60645 (PIERRE ROMAND-HEUYER)   | OFFICIAL   | YaSalle National Bank P *Tone To   | TRUST DEED  |
|--------|--|--|--|---|
|        |  | NICMETTE, IL. 60091<br>0. 05-33-210-010-0000   | 1501 WASHINGTON, W   | PROPERTY ADORESS:   |
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|        | Prepared By ASST. SECRETARY  |  | IMPORTANT  |   |
|        | of said Bunk, who are personally known to me to ocitie same persons whose names are abstractioned to the foregoing institution is a such statement of the said institution of the transferred of the foregoing institution is such congouries as a forestant. Secretary, carpectively, agree of before me that has the said institution and Assatiant Seal of the said institution and assation in the said institution and assatiant secretary set in the said obtained by an end of the desired said said, said said, said said, said institution and said said said said said said said sai   |  |  |   |
| `<br>` |  | AN 3.1 '. Pee President of the LA SALLE WA'  | Jares 4. Clark   | _   |
|        | the exercise of the power and authority conferred upon and nority to execute the interiment), and it is expressly undergoverant either expressly undergoverant either expressly under the interiment, all such overant either express of individed herein contained, all such mity hereunder, and that so far as the First Party and its such in the herein contained, all such mity hereunder and in such one provided or by action in the manner herein and in such note provided or by action in the manner herein and in such note provided or by action in the manner of any indebledness accounts hereing by action in the manner of any indebledness as aforesaid and not personally.  Assistance of the provided in the first provided or by action in the manner of any indepled and in the statement of the provided or by action in the manner of any indepled and in the statement of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the present of the provided or by action in the provided or pro | By warrants into the possesses into your seed the constitued as creating any liability on said charts accountly later and rest into the circums any con now or harranter of the tien hereby created in the cardinates on now or harranter of the tien hereby created in the cardinates on the constituent of the tien hereby created in the cardinates of the card | A S.A. LE NATIONAL BANK, not of of or any indept of the partition of the surface need in a A.A. LE NATIONAL BANK, not of the partition of the surface of the concerned, the surface of the concerned, the surface of the | verted in it as such that the in-<br>tion and such that the in-<br>tion and such and it is in-<br>liability. If any, being expressi-<br>terors and said in said chaire in<br>the such and said in said chaire<br>to enforce the personal liability.<br>In with uses the properties of the<br>with the said in the said in an arm and in a said in a<br>to enforce the personal liability. |
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10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall be Successor in Trust. Any Successor of the testigation, inability or refusal to act of Trustee, the them Recorder of Deeds of the county in which the premises shall be entitled to reasonable compensation for in Justice or Successor shall be entitled to reasonable compensation for all sectionaries.

9. Truster shall release this Trust Deed and the lien thereof by proper instruments appearant and years of additionable and the lien thereof by proper instrument upon presentation of additional release this lines content of a proper instrument and the lien thereof by proper instrument upon presentation of additional proper instrument and a second and the lien thereof proper instrument and a second and a second and a second the presentation of a second and which here as the most accept as the must be understanded on a second and which here as the most accept as the may accept as a confine and which purpose and it is acceptant as a confine and which purpose are acceptance and it is acceptant as a confine and any acceptance as a confine and any acceptance are acceptance

8. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee has no duty to examine the title, location, existence or condition becamder, except in case of its own gross negligence or misconduct the agents of energy to biggered of the agents of employees of Trustee, and it may require indemnities satisfactory to it before exercising any power fargin given. Trustee or the holders of the note shall have the right to inspect the premises as all reasonable times and access thereto shall be permitted for that purpose.

\*RIDER ATTACHED TO TRUST DEL CATE DIRECT (1) 1906 BY AND DE WIEN LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 111860 NO THE FIRST NATIONAL BANK OF LINCOLNWOOD

The principal sum and interest to be payable in installments as follows: \$ 810.16 or more on the 1st day of MAY , 19 86 and \$ 810.16 or more on the 1st day of each and every 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 APRIL , 19 91 .

Interest on said note shall accrue at a rate per annum equal to the interest rate index in effect each day, which rate shall change when and as the interest rate index changes. All instalment payments received on said note shall be applied first to the payment of interest accrued to the date the instalment is paid, and any amount remaining from an instalment after application to interest shall be applied in reduction of unpaid principal. Interest on said note shall increase to a rate per annum equal to the sum of the interest rate index in effect each day plus 5%, which rate shall change when and as the interest rate index changes after the due date of the final instalment or upon default until all liabilities are paid. Interest on said crote will be computed based upon a 365-day year for the actual number of days elapsed. The interest rate index is the moving average each month of the highest "Prime Rate" as published in the Money Rates section of The Wall Street Journal day. The Prime Rate in effect on non-business days shall be the highest Prime Rate The Wall Street Journal on the immediately preceding business day. Any published in interest rate index change shall be effective as of the first day of the second month immediately following a change in the interest rate index for any month. If the index is no.... longer available, the bank will smoose a new index in its sole discretion and will sendpayments due under said note shall be changed notification of this choice. The instalment as of the first day of the month following the effective date of any change in the interest rate index to a monthly payment amount sufficient to repay the loan based on a 29-year amortization from the original date of said note at the new interest rate. Bank shall give prior to the effective date of any change in the instalment 25 days notice at least payment pursuant to a change in the interest rate index as hereinabove set forth.

That in addition to the payments called for herein, Mortgagors shall deposit monthly with the holder of the Collateral Instalment Note a sum equal to 1/12 of the annual Real Estate tax bill based upon the last ascertainable tax bill as Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship, and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the Mortgagors hereunder. Holder of said reserve does not assume the obligation of paying the real estate taxes and it shall remain the obligation of the mortgagors to secure such funds from the reserve to pay such taxes when due or in lieu thereof, Obligors shall establish an interest bearing pledged savings account in accordance with the provisions of Illinois Revised Statutes, Chapter 17, Paragraph 4906.

## TRANSFER OF THE PROPERTY; DUE ON SALE

If all or any part of the premises or any interest in it is sold or transferred without the prior written consent of the holders of the Note hereby secured, the holders of the Note may, at their option, require immediate payment in full of all unpaid indebtedness secured by this Trust Deed.

If the holders of the Note exercise this option, they shall give First Party, its successors or assigns, notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which First Party, its successors or assigns, must pay all indebtedness secured by this Trust Deed. If First Party, its successors or assigns, fails to pay all the indebtedness prior to the expiration of this period, the holders of the Note may invoke any remedies permitted by this Trust Deed without further notice or demand on First Party, its successors or assigns.

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