(USE WITH NOTE FORM CBE-6)

86215851
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 28, 19 86 , between Community Bank & Trust Company of Edgewater, an Illinois 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 May 4, 1981 and known as trust number 81-05-283 herein referred to as "First Party," and Chicago Title & Trust an Illinois corporation herein referred to as TRUSTEE, witnesseth: Company

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of SEVENTY SIX THOUSAND FIVE HUNDRED AND NO/100-----

made payable to BEXERY Community Bank of Edgewater which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on note, note or renewals of them which this mortgage secures

1991 . 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 installment unless paid when we shall bear interest at the rate of second per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, in said City, Community Fink of Edgewater then at the office of

NOW, THEREFORE, First Party to secure the nument 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 considerating the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey up to the Trustee, its successors and assigns, the following described Real Estate situate, lying and AND STATE OF ILLINOIS, to wit: being in the COUNTY OF COOK Illinois

Lot 1 and the North 10 feet of Lot 2 (except that part of said premises lying within the East 43 feet of Section 7 herein described conveyed to the City of Chicago by Deed recorded as Document 9225079 for widering of Ashland Avenue) in Block One in Summerdale Park, a Subdivision of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 40 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax I. D. #14-07-207-031

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commonly known as 5458 N. Ashland, Chicago, Illinois

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

TOGETHER with all improvements, tenements, ensements, fixtures, and appurtenances thereto belonging, and all rents tools and profits thereof for so long and during all such times as First Party. Its successors or assigns may be entitled thereto (which are pictiged primarly and on a parity with sold real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to sup ay neat, gas, air conditioning water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restrier in the foregoing), secreas, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoin; and declared to be a part of said real estate whether physically attached thereto or not, and its agreed that all similar apparatus, equipment or articles "a after placed in the premises by First Party of 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 purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness of credit shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any budgets of approvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and the first party approvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and the first party approvement now or hereafter on the premises or claims for lien not expressly subordinated to the lien beroff; (3) pay when due and the condition of the prior lien to frustee or to holders of the note; (4) complete within a reasonable time any building or said premises and an expression of a rection upon said premises; (5) comply with all requirements of law or municipal ordinances of section upon said premises; (6) comply with all requirements of law or municipal ordinances; (7) pay before any ponnits extended all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges; (7) pay before any ponnits extended all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges; the provided by statute, any tax or assessment which First Party may desire to context; (9) keep all buildings and improved the insurance companies of the provided by statute, any tax or assessment which First Party may desire to context; (9) keep all buildings and improved by all in companies satisfained by the standard mortgage clause to be attached to context; (9) keep all buildings and improved by all in companies satisfained by the standard mortgage clause to be attached to each policy; and to deliver all policles, including additional renewal policies; to position of the hold of the provided of the note, and in case of longs or darkage, to Trustee for the benefit of the hold of the provided of the note and the pro by the insurance by all in companies satisfied by the insurance by all in companies satisfied to the holders of the note, such ritarian to the following the satisfied of expirations the interest of the satisfied perchase, discharge, compacting satisfied perchase or contest any tenedion therewith, including add perchase or contest any tenedion thereof, plus reasonable companies to the satisfied perchase assured hereby d hereby and shall be reperred by:

DELIVERY Austin L. Wyman, Jr.

NAME: Address: CITY:

T NNEY AND BENTLEY 60 West Washington

Chaggo Illinois 60602

or RECORDER'S OFFICE BOX NO.

for information only insert street address of above described property.

per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

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 saything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to only of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

in maxing payment of any instainment of principal or interest on the note, or top, in the event of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the spiration 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. In any suit to foreclose the lien hereof, three shall be allowed and included as additional indebtedness in the decree of the said and expenditures and expenses which may be paid or incurred by or on behalf or spiral three shall be allowed and costs (which may be callented as to itsee, appraiser's fees, outlays for documentary and expent or indepted and the said of the costs and costs (which may be estimated as to itsee, appraiser's fees, outlays for documentary and expent or indepted and the said of the note may deem to be reasonably necessary either to prosecute and assurances with respect to ittle as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suits or to evidence to bidders at any said which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with by reason of this trust deed or any indebtedness hereby secured; or (c) preparations for the edition of the sail or proceeding, the may appear to the security hereof, whether or not actually commenced or the connection of the premises of any foreclosure shall be appraised by the other, with the proceeding and interest remaining unpaid on the note; fourth, any overplus to First Party, list legal representatives or assi

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 here. The numbers expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mir on unt or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power harcin given.

its own gross negligence or miron det of that of the agents or employees of Prustee, and it may require indemnities satisfactory cyclence that all indebtodness any power hardin given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory cyclence that all indebtodness secured by this trust deed has been in ity 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 the of produce and exhibit to Trustee the note representing that all indebtodness bereby secured has been paid, which representation Trustees may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder or which persons in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and which the produced of the content of the

If all or any part of the property or an interest therein is sold or transferred by borrower with out Tender's prior consent, excluding, a) creation of a lish or oncumberance subordinate to this Mortgage, b) the creation of a purchase money security interest for household appliances, c) a transfer by devise decent or by operation of law upon the death of joint tenant or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee? ** Coresaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement to the purpose of binding it personally, but this instrument is executed and delivered by Community Bank & Trust Company of Edgewater, as Trustee, solely in the exert ** of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Com**, unity Bank & Trust Company of Edgewater, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said p incip: note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or hold to or be diets of said principal or interest notes hereof, and by after claiming by or through or under said party of the second part or holders, owner or owner of such principal notes, and by every person now or hereafter claiming any relative personals. after claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Community Bank. That Company of Edgewater, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be pursonally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby no the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the ents, issues, and profits thereof.

IN WITNESS WHEREOF, Community Bank & Trust Company of Edgewater, not personally but as Trustee as aforesaid, his caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Ca. b) 7, the day and year first above written.

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER As Trustee as a oresaid and not personally, Ralph Treccan XY F AND VICE-PERSIPENT Attest Kendon KONSTONY TRUST OFFICER - PROPOSE SOUSER Birchard a Notary Public, in and for said County, in the Slate aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS SS.

Ralph Treccia

XASSISTED VICE-President of COMMUNITY BANK & TRUST COMPANY OF EDGEWATER

Kendon T. Birchard

XHEVEL Trust Officer-Yacour Deliver of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Kindroft Vice-President, and Assistant Trust Officer-Assistant Centre, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Augustic Trust Officer-Assistant Centre, then and there acknowledged that be/she, as custodian of the corporate seal of said Bank, did slike the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial see	W. this 2914	_day of	may	A. D. 19.82
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IMPORTANT

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instalment Note mentioned in the within Trust Deed has been identified 7 Trustee CHUCAGO T

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SECRETARY