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TRUST DEED

COOK COUNTY, ILLINOIS
FOR RECORD

86276762

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THE ABOVE SPACE FOR RECORDERS USE ONLY

Notary 7049 814 OF

THIS INDENTURE, Made JUNE 27 19 86, between COLONIAL BANK AND TRUST COMPANY OF Chicago, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 06/09/86 and known as trust number 997, herein referred to as "First Part," and Colonial Bank and Trust Company of Chicago herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Three Hundred Sixty Five Thousand and no/100ths (\$365,000) 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 specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid as described in the Instalment Note secured hereby.

The amount due hereunder may be accelerated at the option of the Trustee or Holder of the Note if the premises specifically described in this Trust Deed are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Trustee or Holder of the Note, prepayment by the First Party to be made without penalty.

Without the Holder of the Note's written consent thereto, neither the First Party nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

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 AND STATE OF ILLINOIS, to wit:

See schedule "A" attached hereto and made a part hereof by reference for legal description. Address commonly known as: 2500 W. Roosevelt Road, Chicago, IL 60608

- Permanent Tax #'s: 16-13-425-001-0000 1
- 16-13-425-002-0000 10
- 16-13-425-003-0000 7
- 16-13-425-004-0000 7
- 16-13-425-005-0000 7
- 16-13-425-006-0000 6
- 16-13-425-007-0000 5
- 16-13-425-008-0000 4
- 16-13-425-009-0000 7
- 16-13-425-010-0000 7
- 16-13-425-011-0000 7

14.00

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 coverings, inador beds, awnings, showers 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, equipments 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.

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 successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to 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 the premises; (5) to comply with all requirements of law or municipal ordinances in respect to the premises and the use thereof; (6) refrain from making material alterations in said premises, except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written 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 premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing 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 case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to

DELIVERY INSTRUCTIONS

OR RECORDER'S OFFICE BOX NUMBER 63

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
This instrument prepared by:
Helen Zabielski
5850 West Belmont Avenue
Chicago, IL 60634
(Address)

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This Rider is attached to and made part of that certain Trust Deed securing an Instalment Note in the amount of \$365,000.00 dated June 27, 1986.

17. An additional default hereunder shall be the death of any individual Guarantor of the Note secured hereby.
18. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Guarantors, a petition in bankruptcy or insolvency or for reorganization or assignment for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

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SCHEDULE "A"

PARCEL "A":

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the subdivision of the Lot 1 in James Longley's subdivision of the South 183.5 feet of the East 1/2 of the South West 1/4 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois

PARCEL "B":

The East 1/2 of the South 10.07 acres of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, excepting Lot 1 in Longley's subdivision of South 183.5 feet of the East 1/2 of the South 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13 aforesaid, conveying all streets and the private alley within said tract of land in Cook County, Illinois

PARCEL "C":

A parcel of land being bounded and described as follows: Beginning at the intersection of the East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, with the North line of 12th Street; Thence North along said East line 574.3 feet of South line of Fillmore Street;

Thence West on South line of Fillmore Street 316.0 feet;

Thence South parallel with said East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13 aforesaid to the North line of 12th Street;

Thence East on the North line of 12th Street of the place of beginning Excepting therefrom that portion described as commencing on the North Line of 12th Street 196.5 feet West of the intersection of the East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of said Section 13 with the North line of said 12th Street;

Thence Northwestwardly 139.87 feet to a point 57.06 feet East of the West Line of said tract;

Thence Northwestwardly 116.06 feet to a point on the West line of said tract 225.5 feet North of the South West corner thereof;

Thence South 225.5 feet to the South West corner thereof;

Thence East 119.5 feet to the place of beginning

Also excepting therefrom the following

That part of Lot 39 lying West of the East face of stone wall described as follows:

Commencing at a point on the West line of said Lot 39, which point is 23 feet South of the North West corner of said Lot 39;

Running thence Southeasterly 4.68 feet on a line which if produced would intersect the South line of Lot 38 at a point distant 2 feet West of the South East corner of said lot;

Thence Northwesterly on a straight line 22.21 feet to the West line of said Lot 39; and running

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Parcel "C":
(continued)

Thence South along the West line of said Lot 39, a distance of 17.91 feet to the point of beginning; in Silverman's West 12th Street subdivision of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian;

Also excepting therefrom

That part of Lots 42, 43, 44 and 45 described as follows:

Beginning at a point on the South line of Lot 44 which is 4.5 feet West of the South East corner of said Lot 44;

Thence northwesterly to a point on the North line of Lot 42; which is 7 feet East of the North West corner of said Lot 42;

Thence East along the North line of Lot 42, a distance of 15.3 feet;

Thence Southeasterly a distance of 22.4 feet to a point which is 83.3 feet East, measured at right angles, from the West line of Lot 40;

Thence continuing southeasterly a distance of 115 feet, more or less, to a point on the South line of Lot 45 which is 6.5 feet East of the South West corner of said Lot 45;

Thence Westerly along the South line of Lots 45 and 44 a distance of 11 feet to the point of beginning; in Silverman's West 12th Street subdivision aforesaid; all in Cook County, Illinois

PARCEL "D":

Also that part of the South 33 feet of West Fillmore Street lying North of and adjoining the North line of vacated Lots 1 to 5, both inclusive, lying West of and adjoining the East line of said vacated Lot 1, produced North 33 feet in Silverman's West 12th Street subdivision of the West 1/2 of the South 9 3/4 acres of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois

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