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TRUST DEED

BOX 97

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 11, 1986, between ALFREDO B. AUSTRIA and VIRGINIA D. AUSTRIA, his wife

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 SEVENTY FIVE THOUSAND and no/100ths (\$75,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows: SEVEN HUNDRED

TWENTY THREE and 77/100ths (\$723.77)-----Dollars or more on the 11th day of August 19 86, and SEVEN HUNDRED TWENTY THREE and 77/100ths-----Dollars or more on the 11th 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 11th day of July, 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 instalment unless paid when due shall bear interest at the rate of 13 per annum, and all of said principal and interest being made payable at such banking house or trust company in St. Petersburg, Florida 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 LEPOSAVA NIKOLAJEVIC in said City.

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, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 48 (except that part lying West of a line 50 feet East of and parallel with the West line of said Section 18) in E.W. Zander and Company's Subdivision of Sub-Lot 1 in the Superior Court Division of Lot 2 in the Circuit Court Partition of the West 1/2 of the Northwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No: 14-18-121-004-0000

Property Address: 4541 North Western Avenue, Chicago, Illinois.

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.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

ALFREDO B. AUSTRIA (SEAL) VIRGINIA D. AUSTRIA (SEAL)

STATE OF ILLINOIS, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALFREDO B. AUSTRIA and VIRGINIA D. AUSTRIA, his wife

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

signed, sealed and delivered the said instrument as their free and

OFFICIAL SEAL

MARSHALL J. MOLTZ

Notary Public, State of Illinois

My Commission Expires July 29, 1989

Notarial Seal

TRUST DEED 86305989

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED AND NOTE DATED JULY 11, 1986 ALFREDO B. AUSTRIA AND VIRGINIA D. AUSTRIA, HIS WIFE AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

1. This is a part purchase money first mortgage.
2. The Mortgagors hereunder reserve the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.
3. The Mortgagors further covenant not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
4. If any installments of principal or interest due hereunder shall become ten (10) days overdue, Maker shall pay to the holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.
5. And it is hereby expressly agreed by Maker that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in excess of ten (10) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at a rate of three percent (3%) over the rate of interest which has been in effect, from the date of such default until such default is cured by Maker, which interest shall be payable on each day on which an instalment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Maker hereunder or under the provisions of the Mortgage to be immediately due and payable.
6. The undersigned Mortgagors covenant and agree to pay to the holder or bearer hereof or their collection agent on each principal and interest installment payment date, until the indebtedness secured by this mortgage is fully paid, an additional sum equal to 1/12 of the annual taxes and assessments levied against the mortgage premises and 1/12th of the annual premiums for insurance carried in connection with said premises, all as estimated by the holder or bearer. The Mortgagors, concurrently with the disbursement of this loan at the option of the holder, will also deposit with the holder or bearer an amount based upon the taxes and assessments so ascertainable or so estimated by the holder, for taxes and assessments on said premises, on an accrued basis, for the premises, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit as provided herein. Such escrow deposits are to be held without any allowance of interest and

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are to be used for the payment of taxes or assessments or insurance on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the Mortgagors shall within ten (10) days after receipt of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes and assessments in full. It shall not be obligatory upon the holder or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing contained shall be construed as requiring the holder or bearer to advance additional monies for said purpose nor shall the holder or bearer incur any personal liability for anything it may do or omit to do hereunder.

7. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the Statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Mortgagors shall, at least thirty days prior to the effective date of such use or occupancy procure at their own expense and deliver to Holder a Liquor Liability Drive Shop Policy or policies in amounts satisfactory to Holder and in a company or companies acceptable to Holder insuring the Holder against any such liability. Should any insurance required hereunder not be provided as aforesaid and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Holder may at their option either (a) place such insurance if obtainable, and charge the costs of same to the Mortgagors or (b) require the Mortgagors, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Mortgagors, the Holder may, forthwith, invoke the provisions of this Trust Deed relating to default thereunder.

8. The Mortgagors hereunder agree to pay the additional sum of \$10,000.00 which shall be deemed a prepayment hereunder, said sum of \$10,000.00 to be prepaid as soon as the pending sale of 1649 W. Foster Avenue, Chicago, Illinois is consummated, but in no event shall the prepayment, as aforesaid, be paid later than 6 months after the date of the sale of 4541 North Western Avenue, Chicago, Illinois to the Mortgagors hereunder.

Alfredo B. Austria
ALFREDO B. AUSTRIA

Virginia D. Austria
VIRGINIA D. AUSTRIA

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DEPT-01 RECORDING \$13.00

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COOK COUNTY RECORDER

-86-305989

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