

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made August 12 1986, between American National Bank and Trust Company of Chicago, a National Banking Association, 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 February 18, 1983 and known as trust number 56929, herein referred to as "First Party," and Metropolitan Bank & Trust Co.

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 Twenty five thousand and no/100

made payable to ~~Metropolitan Bank & Trust Co.~~ Metropolitan Bank & Trust Co. 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 August 12, 1986 on the balance of principal remaining from time to time unpaid at the rate of 14.53 per cent per annum in instalments as follows: Two thousand two hundred fifty three and 61/100

Dollars on the 15th day of September 1986 and Two thousand two hundred fifty three and 61/100 Dollars on the 15th 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 15th day of August 1987. 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 14.53 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 Metropolitan Bank & Trust Co. 2201 W. Cermak Rd., Chicago, IL 60608-3996 in said City,

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 convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The East 1/2 of the South 50 feet of that part of Block 9 lying South of the South line of lots 17 and 18 in said Block 9 in S.J.Glover's Addition to Chicago, said addition being a Subdivision of all that part lying South of the South line of the Right of Way of the Chicago, Burlington and Quincy Railroad of the West 1/2 of the Northwest 1/4 of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3800-12 West 26th Street, Chicago Illinois

DEPT-01 RECORDING \$11.25 #333 TRAN 3634 08/19/86 12338:00 #978 # A \*-04-355224 COOK COUNTY RECORDER

PROPERTY INDEX NUMBERS

16-26-121-036-0000 A SA BLK PCL UNIT

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 to him 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, 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 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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 notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with 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 restoring 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

NAME Metropolitan Bank & Trust Co.
STREET 2201 W. Cermak Road
CITY Chicago, IL 60608
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3800-12 W. 26th St., Chicago, IL
RE. Index No. 16-26-121-036-0000

85 301026

BEING BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER

I M P O R T A N T

The instrument Note mentioned in the Within Trust Deed has been identified

hereafter by reference to the following No. 317-608551-200

Given under my hand and the Seal of this Court of Cook County, Illinois, this 15th day of June, 1931.
I HEREBY CERTIFY, that
LORETTA M. SOVENSKI
Assistant Secretary

COUNTY OF COOK STATE OF ILLINOIS



Attest: LORETTA M. SOVENSKI ASSISTANT SECRETARY

American National Bank and Trust Company of Chicago, as Trustee, as aforesaid, and personally, By: JAZANNE G. BAKER Vice President

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its Assistant Secretary.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee and its specially authorized and agreed that nothing herein or in said note...

any power herein given. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereon to and at the request of any person who shall...

Trustee has no duty to examine the title, location, existence, or condition of the premises, or to ascertain how power has been obtained by the terms hereof, nor shall Trustee be obligated to record this trust deed or to execute any power hereon...

Trustee of the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the purpose of ascertaining the condition of the premises, or to ascertain how power has been obtained by the terms hereof, nor shall Trustee be obligated to record this trust deed...

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 taxes and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all unpaid indebtedness secured by this trust deed...

When the indebtedness hereby secured by this trust deed shall have been paid in full, the Trustee shall have the right to reconvey the premises to the mortgagor or to such other person as may be designated in the instrument hereof, and to execute a deed of reconveyance...

At the option of the holder of the note and without notice to the mortgagor, all unpaid indebtedness secured by this trust deed shall, immediately in the event of the failure of First Party, or its successors or assigns, to pay the note or to execute a deed of reconveyance...

Trustee of the note hereby acquired making any payment hereby authorized relating to taxes or assessments, may do so according to the usual practice of the holder of the note and without notice to the mortgagor, and the mortgagor shall not be entitled to any refund or reimbursement...

The provisions of this trust deed shall not be construed to limit the power of the Trustee to execute a deed of reconveyance to the mortgagor or to such other person as may be designated in the instrument hereof, and to execute a deed of reconveyance...

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