



TRUST DEED

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

706460303

THIS INDENTURE, made August 20 1986, between Eric Rosenbush and Hedda Rosenbush, 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

One Hundred Thousand (\$100,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER ERWIN SCHLOSS\*

\*The TERMS AND CONDITIONS OF THE INSTALMENT NOTE ATTACHED HERETO ARE INCORPORATED HEREIN AND MADE A PART HEREOF. and delivered, on and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 percent per annum in instalments (including principal and interest) as follows:

One Thousand Three Hundred Forty Nine and 55/100 Dollars or more on the 1st day of September 1986, and One Thousand Three Hundred Forty Nine & 55/100 Dollars or more on the 1st 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 1st day of AUGUST 1996. 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 18% per annum, and all of said principal and interest being made payable to the order of the

holders of the note may, from time to time, in writing appoint, and in absence of such appointment, Erwin Schloss

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 Lincolnwood COOK COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 105 in Edgar S. Owens' North Shore Channel and Devon Avenue Subdivision, a resubdivision of block 1 and the East half of block 2 of Enders' and Muno's Subdivision of part of the South East quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 10-35-423-026

11.00

Commonly known as: 3320 West Devon Avenue, Lincolnwood, Illinois

\*and the amounts due under the Stock Redemption Agreement attached hereto. A default pursuant to the Stock Redemption Agreement shall be deemed a default hereunder

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 a 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 seals of Mortgagors the day and year first above written. Eric Rosenbush [SEAL] Hedda Rosenbush [SEAL]

STATE OF ILLINOIS, I, Stuart Berks, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Eric Rosenbush and Hedda Rosenbush

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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of August 1986.

Notary Seal of Stuart Berks

Notarial Seal

86384840

PLACE IN RECORDER'S BOX NUMBER 3320 N. DEVON AVENUE CHICAGO, ILL. 60602 Three First National Plaza #3900 Mark Resnik

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY CHICAGO TITLE AND TRUST COMPANY 713665

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed...
2. Mortgages shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or holder of the note...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm...
4. In case of default, Trustee or holder of the note may, but need not, make full or partial payment of principal or interest on prior encumbrances...
5. The Trustee or holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the bill or estimate or from the appropriate public office...
6. Mortgages shall pay each item of indebtedness, herein mentioned, both principal and interest, when due according to the terms hereof...
7. When the indebtedness secured shall become due or interest on the note or interest on the mortgages hereof shall become due...
8. 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 incurred in the foreclosure proceedings...
9. Upon or at any time after the filing of a bill to foreclose the mortgage, the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be brought to any defense which would not be good and available to the party in whose favor the lien or any provision hereof is made...
11. Trustee or holder of the note shall have the right to inspect the premises at any reasonable times and access thereto shall be permitted for that purpose...
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatory on the note or trust deed...
13. Trustee shall release the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon mortgages and all persons claiming under or through herein given Trustee.

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