



TRUST DEED

87426995

This instrument was prepared by: Joseph D. Palmisano, 222 W. Adams, Chicago, IL 60606

THE ABOVE SPACE FOR RECORDER'S USE ONLY

3 of 4 51148717 pm

THIS INDENTURE, made July 31 19 87, between LaSALLE NATIONAL BANK, AS TRUSTEE, UNDER A TRUST AGREEMENT DATED JUNE 30, 1987 AND KNOWN AS TRUST NO. 112443 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 NINE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED EIGHTY-SIX AND 88/100 (\$922,886.88) ----- 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 July 31, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 percent per annum in monthly installments (including principal and interest) as follows:

EIGHT THOUSAND SEVENTY-FIVE AND 26/100 (\$8,075.26) ----- Dollars or more on the 1st day of September 19 87, and EIGHT THOUSAND SEVENTY-FIVE AND 26/100 ----- 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 February, 1988. 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 due shall bear interest at the rate of FIFTEEN 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 Joseph D. Palmisano, P.C. in said City, 222 W. Adams Street, Suite 257.

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:

Lots 26, 27 and the West 22 feet of Lot 28 in R. R. Clarks Addition to Lake View, said addition being a Subdivision of part of Lot 1 in Bickerdicke Steele's Subdivision of the West 1/2 of the North West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 738 WEST BRIAR PLACE, CHICAGO, ILLINOIS P.T.I.N. 14-28-100-016

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, inodor 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 an tituting 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 and seal of Mortgagors the day and year first above written.

[SEAL] [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of THAT

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notarial Seal

87426995

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March 2011

87426995

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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 to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of Mortgagors.
5. 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.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. 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, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof. The accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all 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 signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof 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 hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
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. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.
17. See Rider attached hereto and incorporated herein by reference.

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**IMPORTANT!**  
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. **719761**  
**CHICAGO TITLE AND TRUST COMPANY**  
 By *[Signature]*  
 Assistant Secretary/Assistant Vice President

MAIL TO: **JOSEPH D. PALMISANO, P.C.**  
 222 W. Adams Street, Suite 257  
 Chicago, Illinois 60606

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

**738 WEST BRIAR PLACE**

**CHICAGO, ILLINOIS**

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RIDER TO WRAPAROUND TRUST DEED DATED AS OF  
July 31, 1987 MADE BY LaSALLE NATIONAL BANK  
AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 30,  
1987 AND KNOWN AS TRUST NO. 112443  
("MORTGAGOR"), TO CHICAGO TITLE AND TRUST  
COMPANY, AS TRUSTEE, TO SECURE A NOTE OF EVEN  
DATE HERewith MADE PAYABLE TO THE ORDER OF  
THE BEARER.

R-1. Covenants to Run with the Land. All covenants and agree-  
ments of Mortgagor contained in this Mortgage shall constitute  
covenants running with the land binding upon future owners from  
time to time of the Real Estate.


R-2. Eminent Domain. In the event of a total taking of the  
Property by eminent domain or condemnation proceedings, Mortgagor  
hereby assigns, transfers and sets over unto the holder of the Note  
the entire proceeds of any award or any claim for damages for or to  
the Real Estate or any part thereof or any other encumbered prop-  
erty taken or damaged under the power of eminent domain or by  
condemnation, to the extent of the balance (principal and interest)  
remaining unpaid on the Note. In the event of only a partial taking  
of the Property by eminent domain or condemnation proceedings, such  
proceeds shall be applied on the outstanding indebtedness on the  
Note.

R-3. Real Estate Contract. This is a part-purchase money  
wraparound Trust Deed securing payment of a portion of the purchase  
price contracted to be paid by or on behalf of Mortgagor to the  
holder of the Note for the Real Estate described herein.

R-4. Late Penalty. In the event that any installment of  
interest or principal is not paid within five (5) days after the  
date the same is due the undersigned promises to pay a "Late  
Charge" equal to five (5%) percent of the monthly payment then  
due and owing which Late Charge shall be cumulative and apply  
to each monthly installment of interest and principal not paid  
as due.

R-5. Default Rate. The term "Default Rate" as used herein  
means the after maturity interest rate described in the Note.

R-6. Rights of Mortgagee Cumulative. The rights of Mortgagee  
arising under the agreements, obligations, terms, provisions and  
conditions contained in this Mortgage, the Note and in any other  
documents securing the indebtedness secured hereby or any part  
thereof shall be separate, distinct and cumulative and none of them  
shall be in exclusion of the others and no act of Mortgagee shall be  
construed as an election to proceed under any one provision herein  
or in such other documents to the exclusion of any other provision,  
anything herein or otherwise to the contrary notwithstanding.

  
R-7. Waiver of Breach. A waiver in one or more instances of  
any of the agreements, obligations, terms, provisions or conditions  
hereof or of the Note or any other documents given by Mortgagor to  
secure the indebtedness secured hereby, or any part thereof, shall  
apply to the particular instance or instances and at the particular  
time or times only, and no such waiver shall be deemed a continuing  
waiver, but all of the agreements, obligations, terms, provisions  
and conditions of this Mortgage and of such other documents shall  
survive and continue to remain in full force and effect.

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R-8. Complete Understanding. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

R-9. Notices. All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagor at:

or to such other address as Mortgagor may from time to time designate in written notice to Mortgagee given as herein required. All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagee at:

Joseph D. Palmisano  
222 W. Adams Street  
Suite 257  
Chicago, Illinois 60606

or to such other address as Mortgagee from time to time may designate by written notice to Mortgagor given as herein required.

Notices, demands and requests given in the manner aforesaid shall be deemed delivered or served for all purposes hereunder at the time such notice, demand or request shall be delivered or on the date shown on the return receipt as may be the case.

R-10. Taxes and Charges. It shall be the Mortgagor's obligation to pay at the Mortgagor's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish the Mortgagee with the original or duplicate receipts therefor.

R-11. Funds for Taxes and Charges. The Mortgagor shall deposit with the Mortgagee on the date each installment payment is due until the mortgage hereunder is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by the Mortgagor, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a default of this mortgage.

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The funds shall be held by the Mortgagee in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency. The Mortgagee is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. The Mortgagee shall, upon the request of the Mortgagor, give the Mortgagor an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Mortgagee for the periodic payments and the unpaid balance of the mortgage.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the Mortgagor's covenants or agreements hereunder of which the Mortgagee has given written notice to the Mortgagor and, second, at the Mortgagee's option, as a cash refund to Mortgagor or a credit toward the Mortgagor's future obligations hereunder. If the amount of the funds held by the Mortgagee shall not be sufficient to pay all such charges as herein provided, the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency within thirty days from the date notice is mailed by the Mortgagee to the Mortgagor requesting payment thereof.

The Mortgagee may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall the Mortgagor be entitled to interest or earnings on the funds, unless otherwise agreed to in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, the Mortgagee shall promptly pay to Mortgagor any funds so held by the Mortgagee.

R-12. Assignment of Rents. All rights, title and interest of Mortgagor or the landlord in and to any and all leases affecting the premises, and including and together with any and all future leases of all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues and profits due from or due or arising out of the premises have been transferred and assigned simultaneously herewith to Mortgagee as further security for the payment of the indebtedness secured hereby under the provisions of a certain instrument captioned "Assignment of Rents" of even date herewith. All of the terms, covenants and conditions of said Assignment are hereby expressly incorporated herein by reference as fully and with the same effect as if set forth herein at length.

R-13. Time is of Essence. Time is of the essence of this mortgage and of the performance by Mortgagor of its obligations hereunder.

R-14. Governing Law. This mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this mortgage.

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R-15. Invalidity of Provisions. Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate, either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is at any time lawful in such case to contract for but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law. Any provision or provisions of this mortgage which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this mortgage, shall be of no force or effect, and in such event each and all of the remaining provisions of this mortgage shall subsist and remain and be fully effective according to the tenor of this mortgage the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this mortgage. In the event it should be held that the interest payable under the Note or otherwise is in excess of the maximum permitted by law the interest chargeable thereunder (whether included in the face amount or otherwise) shall be reduced to the maximum amount permitted by law shall be cancelled automatically and shall be either refunded to the maker (if theretofore paid) or credited to the principal balance of the Note.

R-16. Underlying Mortgages The mortgaged premises are subject to the lien of the following described mortgages (hereinafter for convenience referred to as "senior mortgages" or "trust deeds"):

1. Mortgage to Lyons Savings and Loan Association, a State Chartered Savings and Loan Association, to secure a Note for \$460,000.00.
2. Trust Deed dated June 14, 1972 and recorded July 6, 1972 as Document 21965792, made by Michigan Avenue National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated May 23, 1972 and known as Trust Number 2137, to Chicago Title and Trust Company, a corp. of Illinois, to secure a Note for \$225,000.00.
3. Trust Deed to Chicago Title and Trust Company, as Trustee, to secure a Note for \$40,000.00.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said senior mortgages (except the requirements to make the payments of principal and interest thereon), and upon compliance by mortgagor with the terms and provisions contained in said senior mortgages and contained herein, mortgagee will pay the installments of principal and interest from time to time due under said senior mortgages in accordance with their terms. Nothing contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in said senior mortgage required to be performed by mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If mortgagor shall default in the performance of any term or provision contained in this mortgage, mortgagee shall not be obligated to pay any principal or interest under the senior mortgages.

Mortgagor covenants and agrees that, to the extent mortgagee pays any installment of principal or interest or any other sums due under the senior mortgages, mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the senior mortgages and, in addition, to the extent necessary to make effective such rank and priority: (i) mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the senior

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mortgage, and (ii) the senior mortgage shall remain in full force and effect for the existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder.

R-17. Transfer of Mortgage Premises. The terms and conditions contained in the Installment Note collateralized by this Trust Deed are incorporated herein by reference, specifically including the "due on sale" clause contained therein.

R-18. Impairment of Security. The Mortgagor will not in any other manner impair the security of this mortgage for the payment of the indebtedness secured hereby, it being understood that any such impairment shall, at the option of the Mortgagee, also constitute a default hereunder.

R-19. Inconsistency of Provisions. In the event any provisions of this Rider shall be inconsistent with the provisions of the Trust Deed, the provisions of this Rider shall prevail.

COOK COUNTY RECORDER  
Cook County Clerk's Office

This instrument was prepared by:

Joseph D. Palmisano  
222 W. Adams Street, Suite 257  
Chicago, Illinois 60606

87426995

-87-426995

719761

18.00

Box 97

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THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK as Trustee as aforesaid and not personally,  
By [Signature] ASSISTANT VICE PRESIDENT  
ATTEST [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS }  
COUNTY OF COOK }

SS. I, Marla Framarin  
Corinne Bek a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
Corinne Bek Assistant Vice President of the LA SALLE NATIONAL BANK, and  
Clifford Scott-Rudnick Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as 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 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 Seal, this 31 day of July A.D. 19 87  
719761  
Marla Framarin  
NOTARY PUBLIC  
My Commission Expires April 28, 1990

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK as Trustee as aforesaid and not personally,  
By [Signature] ASSISTANT VICE PRESIDENT  
ATTEST [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS }  
COUNTY OF COOK }

SS. I, Marla Framarin  
Corinne Bek a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
Corinne Bek Assistant Vice President of the LA SALLE NATIONAL BANK, and  
Clifford Scott-Rudnick Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as 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 said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 Seal, this 31 day of July A.D. 19 87  
719761  
Marla Framarin  
NOTARY PUBLIC  
My Commission Expires April 28, 1990