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This Indenture, Made August 17 19 87, between

FORD CITY BANK AND TRUST CO., 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 Bank in pursuance of a Trust Agreement dated February 10, 1986 and known as trust number 4509 **87476633**

herein referred to as "First Party," and Cole Taylor Bank/Ford City

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed principal notes bearing even date herewith in the TOTAL PRINCIPAL SUM OF

Two Hundred Twenty Thousand and 00/100-----DOLLARS.

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 in 42

instalments as follows: See Attached Exhibit A.-----DOLLARS

on the-----day of-----19-----, and-----DOLLARS

on the-----day of each-----thereafter, to and including the

-----day of-----19----- with a final payment of the balance due on the 28th

day of February 1991, with interest payable monthly on the principal bal-

ance from time to time unpaid at the rate of ^{See Attached} Exhibit B ~~per annum~~

12.00 % ; each of said instalments of principal bearing interest after maturity at the rate of ~~per annum~~ per annum, and all of said principal and interest being made payable at such banking

house or trust company in Burbank

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 Cole Taylor Bank/Ford City 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:

See Attached Exhibit C

87476633

THIS IS A SECOND MORTGAGE

- P.I.N. 25-12-200-043
- P.I.N. 25-12-201-080
- P.I.N. 25-12-201-079
- P.I.N. 25-12-201-077
- P.I.N. 25-12-201-078
- P.I.N. 25-12-200-040
- P.I.N. 25-12-200-044

Common Address: SEC 95th and Jeffery Shopping Center

This document was prepared by Michael B. Lahti, 5501 W. 79th St., Burbank, IL 60459

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, in-a-door 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

AS USED IN THIS DOCUMENT,
THE TERM "FORD CITY BANK & TRUST CO." SHALL MEAN
"COLE TAYLOR BANK/FORD CITY"

19 MAIL

1132090 CITY ETC EMF

-87-476633

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Box _____

TRUST DEED

The Installment Note mentioned in the within Trust Deed has been identified here- with under Identification No.

Trustee.

FORD CITY BANK
AND TRUST CO.

as Trustee
To

Trustee

Property Address:



Mailed to: FORD CITY BANK
AND TRUST CO.

7601 SOUTH CICERO AVENUE
CHICAGO, ILLINOIS 60652
284-3600

TRUST DIVISION

11-77 TR-110
REPRODUCED FROM CADWALLADER & KINGSTON, INC.

IMPORTANT
For the protection of both the borrower and lender, the note secured by this Trust Deed should be identified by the Trustee named herein before the Trust Deed is filed for record.

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

I, Susan M. Martin, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra T. Russell, Trust Officer of FORD CITY BANK/FORD CITY COLE TAYLOR BANK AND TRUST CO. and Michael B. Lahti, AVP & TRUST OFFICER 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 & Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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 the said Assistant Vice President & Trust Officer, then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ 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 _____ 18th day of August, A.D. 1987.

Susan M. Martin
Notary Public.

33994528

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for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 time when First Party, its successors or assigns, 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: (1) The indebtedness secured hereby, or by any decree for 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; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.

9. 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

10. 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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. This Trust Deed and the Note secured hereby are not assumable and are immediately due and payable in full upon vesting of title in other than the Grantors of the present Trust Deed or upon Transfer of the Beneficial Interest of the Land Trust referred to herein to any party other than the owner thereof as of the date of this instrument. In addition, if the subject property is sold under Articles of Agreement for deed by the present title holder, all sums due and owing hereunder shall immediately become due and payable.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by FORD CITY BANK AND TRUST CO., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, FORD CITY BANK AND TRUST CO., its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that FORD CITY BANK AND TRUST CO., individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, FORD CITY BANK AND TRUST CO., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President and Trust Officer, the day and year first above written.

FORD CITY BANK AND TRUST CO.

As Trustee as aforesaid and not personally,

By [Signature]
Assistant Vice-President and Trust Officer

ATTEST [Signature]
Assistant Vice-President and Trust Officer

12. Mortgagors hereby waive any and all right of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagors acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

AS USED IN THIS DOCUMENT,
THE TERM "FORD CITY BANK & TRUST CO." SHALL MEAN
"COLE TAYLOR BANK/FORD CITY"

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6. 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 at the time of application

5. 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 First Party, its legal representatives or assigns, as their rights may appear.

4. 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, publication costs and costs (which may be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee certificates, 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 the rate of seven per cent per annum, 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 after 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. 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 as to 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.

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 improvements 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 mechanics' or other liens or claims for lien or charge on the premises superior 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; (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 generaly 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 holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 thereon, 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 attorneys' 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 the rate of seven per cent per annum. 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 of the provisions of this paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

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Exhibit A

Monthly payments of accrued interest beginning September 1, 1987 and continuing monthly thereafter up to and including February 1, 1991.

Monthly principal payments of \$1,222.22 beginning March 1, 1988 and continuing monthly thereafter up to and including February 1, 1991.

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EXHIBIT B

- i. 1/2% over the prime rate at Cole Taylor Bank/Ford City if Borrower maintains a compensating balance in a demand account at Cole Taylor Bank/Ford City in excess of 15% of the outstanding balance on the loan.
- ii. 1% over the prime rate at Cole Taylor Bank/Ford City if Borrower maintains a compensating balance in a demand account at Cole Taylor Bank/Ford City in excess of 10% but less than 15% of the outstanding balance on the loan.
- iii. 1 1/2% over the prime rate at Cole Taylor Bank/Ford City if Borrower maintains a compensating balance in a demand account at Cole Taylor Bank/Ford City in excess of 5% but less than 10% of the outstanding balance on the loan.
- iv. 2% over the prime rate at Cole Taylor Bank/Ford City if Borrower's compensating balance in a demand account at Cole Taylor Bank/Ford City shall be less than 5% of the outstanding balance on the loan.

The term "prime rate" as heretofore used herein shall mean the rate of interest announced from time to time by Cole Taylor Bank/Ford City as its prime rate. It is expressly agreed that the use of the term "prime rate" is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by the Bank to its most credit worthy customers. The rate at which interest accrues hereon shall be recalculated from time to time concurrently with each change in said announced prime rate. The prime rate shall change from time to time which rate shall be recalculated from time to time at the option of the Bank, the said payments of both principal and interest are to be made at such banking house or trust company in Chicago, Illinois, as the legal holder of the principal note may, from time to time, in writing appoint, and in the absence of such appointment, then at the offices of Cole Taylor Bank/Ford City. The term "compensating balances" as used herein shall be defined as Makers average collected investible balance in a demand account at Cole Taylor Bank/Ford City during the previous month for which the interest rate is being calculated.

The initial interest rate will be 1/2% over the prime rate at Cole Taylor Bank/Ford City.

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LEGAL DESCRIPTION

PARCEL 1:

That part of Block 12 in Van Vlissingen Heights Subdivision; a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926 as Document 92866759 bounded and described as follows: 25-12-300-043 A.F.C. ✓

Commencing at a point 23 feet North of the South line and 136 feet 5 1/2 inches East of the West line of Lot 14 in said Block 12 proceeding 125 feet East therefrom; Thence North 173 feet; Thence West 125 feet; Thence South 173 feet to point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Block 12 in Van Vlissingen Heights Subdivision aforesaid bounded and described as follows:

Commencing at a point 59 feet North of the South Line and 71 feet East of the West line of Lot 14 in said Block 12 proceeding 65 feet, 5 1/2 inches East therefrom; Thence North 105 feet, 6 inches; Thence West 65 feet 5 1/2 inches; Thence South 105 feet 6 inches to the point of beginning, in Cook County, Illinois. 25-12-300-043 A.F.C.

PARCEL 3:

Lots 1 and 2 and the West 7 feet of Lot 3 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 and 2 and the West 7 feet of Lot 3 in said Block 1 and the East 1/2 of vacated Chappel Avenue lying West of Lot 1 in Block 1 and lying West of and adjoining the North 1/2 of the vacated East and West alley lying South of and adjoining Lot 1 in Block 1 all in Van Vlissingen Heights Subdivision aforesaid. 25-12-300-043 A.F.C. ✓

ALSO,

Lots 1 to 10, both inclusive, and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 to 10, both inclusive, in Block 12 and the West 1/2 of that part vacated Chappel Avenue lying East of and adjoining said Lot 10 in Block 12 and lying East of and adjoining the North 1/2 of said vacated East and West alley, also Lots 11 to 14, both inclusive, and Lots 35 to 38, both inclusive, and all that part of the vacated North and South alley lying between and adjoining said Lots 11 to 14, both inclusive, and 35 to 38 both inclusive and the South 1/2 of the vacated East and West alley lying North of and adjoining 25-12-300-043 A.F.C. ✓

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said Lots 11 and 12 and lying North of and adjoining said vacated North and South alley in Block 12, also that part of the West 6 feet of vacated Chappel Avenue lying East of and adjoining said Lots 35 to 38 both inclusive (except the South 5 feet of Lot 35) and lying East of and adjoining said South 1/2 of said vacated East and West alley in Block 12 all in Van Vlissingen Heights Subdivision aforesaid excepting therefrom Parcels 1 and 2 above described, in Cook County, Illinois.

PARCEL 4:

Lot 3 (except the West 7 feet thereof) Lot 4 and the West 7 feet of Lot 5 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lot 3 (except the West 7 feet thereof); Lot 4 and the West 7 feet of Lot 5 in said Block 1 all in Van Vlissingen Heights Subdivision, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926 as Document Number 9285759, in Cook County, Illinois.

PARCEL 5:

Lot 5 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights, a Subdivision of part of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

The North 1/2 of the vacated East and West alley lying South and adjoining Lot 5 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights aforesaid, in Cook County, Illinois.

PARCEL 7:

Lots 1 to 11, both inclusive, in Block 12 in Eugr Maginnis 95th Street Subdivision of the East 1/2 of the West 1/2 of the North East 1/4 of fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, in Cook County, Illinois.

PARCEL 8:

Lots 15 through 18 and the North 19.69 feet of Lot 19 in Block 12; together with all of the vacated North and South alley lying East of and adjoining the aforesaid Lots in Van Vlissingen Heights, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

25-12-300043 3,4
079 5

25-12-300043 A11
A-A C

25-12-300043 711

25-12-300043 Lots 15,16
A-A C 204 17.16.19 K

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LEGAL DESCRIPTION CONTINUED

PARCEL 9

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL
8 AS CREATED IN INSTRUMENT RECORDED AS DOCUMENT NUMBER
20459019.

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