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720258

THE ABOVE SPACE FOR RECORDER'S USE ONLYMAN

THIS INDENTURE, made August	24 19 87 b	tween DIVERSIFIED CAPIT	TAL GROUP, INC.
l Chartifolis (1905) Bud <del>rons (</del> 1905) and an experience (1905)			in Anna James
herein referred to as "Mortgagors", and C. Illinois, herein referred to as TRUSTEE, w		IST COMPANY, an Illinois corpora	ation doing business in Chicago,
THAT, WHEREAS the Mortgagors are j described, said legal holder or holders bein	ustly-indebed-to-the-legal	holder or holders of the principal Silvers of the Note, in the Principal Si	Managery Note hereinafter
SIXTY-THREE THOUSAND TWO HUND		-	
SIXTY-THREE THOUSAND TWO HUND evidenced by one certain Principal Prom BEARER			
and delivered; in and by which.	said Principal Note t	he Morragors promise to produce to produce date of disbursement	
	ih interest thereon from Sayable <b>populationisti@Con</b> Cr		until maturity at the rate
manhoment: all of said privilegal and interest	t bearing interest after man	urity at the rate of 30	per cent per annum, and all of
said principal and interes, being made pathe holders of the note may, from time to	rime in writing appoint an	se or trust company in Chica d in absence of such appointment.	
MID TOWN EAST AND TR	UST COMPANY OF CHIC	CAGO	in said City,
NOW, THEREFORE, the Mo to der to provisions and limitations of this transfer and an	d the periormance of the cover	ants and agreements herein contained.	by the Morteneors to be performed.
and also in consideration of the sum of Jose WARRANT unto the Traines in success in individual part and being in the	Daller in band hald, the recen	ot whereof is hereby acknowledged d	to by these presents CONVEY and
SEE EXHIBIT "A" ATTACHED HERE	TO AND YEREBY MADE	A PART HEREOF:	
remark and the first all the first of the second of the first of the second of the sec			ali a shiri i spelit ba izali distri. Nati kamenda i manga kambum
* One (1) percentage point at MID TOWN BANK AND TRU to Change.	over the Trime Ind ST COMPAN OF CHICA	terest Rate in effect fr ACO - the Prime Interest	om time to time Rate is subject
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** Principal and Interest s		able <b>xxxxxxxxxxxxxxxxxxxxx</b>	<b>MARKÉNS</b> O – o storoval ob <b>a</b> k na nito par jest jestajento je <b>j</b> ik
<ul> <li>M. Wallett and A. Barratter and A. Salaman and A. Sal</li></ul>			**************************************
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		THIS INSTRUMENT W	AS PREPARED BY
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Additional Africa established in the control of the		M DATIN BALK &	U.T. COMPANY
<ul> <li>All the content of the second of the content of the c</li></ul>		० ० ० १ है।	a bandan dina 3.300 di Mindourreano de historia. Naligio de la compansión de la medica de la compansión de la compansión de la compansión de la compansión de l
<ul> <li>A control of the contro</li></ul>		4	i en 1991 en 1994 av ligger plante en 1994 av de en 1994. De la companya de la
which with the property berains for described, is TOGETHER with all improvements, teneme	erre eosernente fixeures, and :	mourrenances thereto beloizza : 1716 A	Il rents, issues and profits thereof
for so long and during all such times as Mottgag	ors may be emitted thereto (w	thich are picked primarily and maps or thereon used to supply heat, sat ar	conditioning, water, light, power,
refrigeration (whether single units or centrally to	ontrolled), and ventilation, inc is, swaines, stoves and water :	name (without restricting the lore for nextern All of the foregoing are de car	of the second states of the second se
whether physically attached thereto or not, and mortgagors or their successors or assigns shall be a TO HAVE AND TO HOLD the premises up	nasidered as constitutions terri.	n the real estate.	
herein set forth, free from all rights and benefits	under and by variue of the H	omestend Exemption Laws of the State	e of I line us, which said rights and
benefits the Mortgagors do hereby expressly relea- This trust deed consists of two pages.	The covenants, conditions		
deed) are incorporated herein by reference			
assigns. WITNESS the hand S and seal S	of Morigagors the day	and year first above written	
DIVENSIFIED CANTUAL GROOM, INC		11/1	<u>version de la companya de la compan</u>
By	[ SEAL ]	By Jaj Olec	[ SEAL ]
David Stranger (1)	TOTAL I	Mark Fishman, Vice Pi	resident
Richard Lettvin, Secret	ary		
STATE OF ILLINOIS,		ndersigned	3.
County of Cook Day		ng in said County, in the State aforesaid sident, Mark Fishman, Vi	
		of DIVERSIFIED CAPITAL C	
who are persona	lly known to me to be the	same person S whose name S_	are subscribed to the
		ay in person and acknowledged that	for the uses and purposes therein
set forth.			in which is present the first and the first and the second and the
Givin	under my hand and Notarial Se	sal this 24th day of	Averust 19.87
A STORE THE PROPERTY OF THE STORE OF THE STO		Terret 1	Notary Public

PERCE IN RECORDER'S OFFICE BOX NUMBER 22909 stoutill <del>I</del>CIAL ( Shiptions of satisfa sailuss darch gailina MID TOWN THE AND TRUST COMPANY OF CHICAGO
COLLOSSO, Illinois 50614 DESCRIBED MODERLL HERE INSERT STREET VIDRESS OF VBOVE FOR MECORDER'S INDEX FURFOSES CT TIVE A1813438 CHOOSE THE PRINCIPAL OF SOTH THE BORROWER AND THUS THUS THUS THUS THE PRINCIPAL WOLF SECURED BY THIS TRUST DEED TO THUS THE PRINCIPAL WOLF SECURED BY THE BORROWER AND THE PRINCIPAL SECURED FOR THE PRINCIPAL SECU THUST COMPANY 0: LINVINORS is bettern thered properly Second of a en resta i armana i gallega landador per yestato e sa jert letur comerciale il in the second of the second term and expectable weather the de TIME I ST SE STORE HE HE SERVERS الأبراج المجاريات المتحارب والمحارب أأخاها المعاري ชาวาร์ ในอาคาราช "อาคาราช ตาก (คุณ **จัดจัดุธภาษา** FOR ADDITIONAL, PROVISIONS, SEE RIDER ATTACHED HEREIN AND HEREBY MADE A PART HEREOF: alrags 1775 theoretical that is not story as test, very me i novel: ....

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#### EXHIBIT "A"

LOTS 25 AND 26 IN BLOCK 23 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1837-39 N. PAULINA

P.I.N. NUMBER: 14-31-414-013 -60-25 HEO 1-4 31-41. SCOOK COUNTY CLOPK'S OFFICE

14-31-414-014 - 20114

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BY TY BOSO

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RIDER TO TRUST DEED

This Rider is made this August 24, 1987, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned, (herein "Mortgagor"), to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed, and located at 1837-39 N. Paulina, Chicago, IL 60622 ("Premises").

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

17. To further secure the payment of said principal sum of money and interest thereon, Mortgagors agree to deposit with the holder of the Note, until the indebtedness hereby secured shall fully paid, an amount equal to one-twelfth of 110% of have been fully paid, an amount equal to one-twellth of 110% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance, with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward pryment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the navment thereof, except upon presentation of such bills. have been to the payment thereo, except upon presentation of such bills. Mortgagors agree to decosit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be epplied on a subsequent deposit, or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the Mortgagors' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

18. At the option of the holder of the Note and without notice to Mortgagor, Mortgagor's 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 when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of Mortgagor or Mortgagor's successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event Mortgagor, Mortgagors' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to DIVERSIFIED CAPITAL GROUP, INC. dated August 10, 1987 and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

19. In the event the Mortgagor sells, transfers or otherwise disposes of the Premises or permits a lien (paramount or junior) to be placed on the Premises, to secure a loan or other obligations, or in the event the Mortgagor permits a lien

### **UNOFFICIAL COPY**

to attach to the Premises, the holder of the Note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

- 20. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all Mortgagors and or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any agreement of the Mortgagors hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the Mortgagors contained herein.
- 21. In the event that the holder of the Note shalf, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the instalments of principal and interest due hereunder. due hereunder.
- 22. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebted. As hereby secured the payment of any and all loan commission, service charges, liquidated damages, attorneys fees, expense, and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds distursed plus any additional charges, exceed 500% of the face amount or the Note.
- 23. This Trust leed shall be construed under Illinois law.
  If any provisions hereof are Thvalld under Illinois law such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.
- 24. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements. exempt from the lillinois usury requirements. esopardure de de de de

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