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87504709

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

71-33-414 D-4

THIS INDENTURE, Made AUGUST 31, 1987, between Capitol Bank and Trust of Chicago, Chicago, Illinois, 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 AUGUST 27, 1987 and known as trust number 1384, herein referred to as "First Party," and CHICAGO TITLE AND 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 NINETY FIVE THOUSAND DOLLARS (\$95,000.00)

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 and interest from OCTOBER 10, 1987 on the balance of principal remaining from time to time unpaid of EIGHT per cent per annum in instalments as follows:

SEVEN HUNDRED THIRTY THREE AND 23/100 Dollars on the 10th day of OCTOBER 19 87 and

SEVEN HUNDRED THIRTY THREE AND 23/100 Dollars on the 10th 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 SEPTEMBER, 2012

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 8 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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

ATTY. SAMUEL H. FELDMAN

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

PARCEL 1; LOT 6 IN RESUBDIVISION OF LOTS 8 AND 9 IN DIVISION OF THE NORTH 10 ACRES OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14

PARCEL 2: THAT PART OF LOT 10 IN DIVISION OF THE NORTH 10 ACRES OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID LOT 10, 128.7 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE WEST OF SAID SOUTH LINE, 31.8 FEET; THENCE NORTH 42.43 FEET; THENCE EAST 31.8 FEET AND THENCE SOUTH 42.43 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

P. I. N. # 14-08-101-003-0000 14-08-101-011 10  
1507-09 W. BRYN MAWR, CHGO IL (CAD)

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, major 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 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 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

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D NAME ATTY. SAMUEL H. FELDMAN  
F STREET 5356 N. CLARK STREET  
L COOK COUNTY, ILLINOIS  
I CITY CHICAGO, ILL 60640  
V L  
E 1987 SEP 15 PM 2:42  
R INSTRUCTIONS  
Y

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BOX 333-WJ

