

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 23 19 87 between Metropolitan Bank & Trust Company, 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 September 29, 1980 and known as trust number 1364, herein referred to as "First Party," and Metropolitan Bank & Trust Co.

an Illinois corporation 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 Twenty nine thousand and 00/100's Dollars,

made payable to BEARER Metropolitan Bank & Trust Co. 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 3 over prime* per cent per annum in instalments as follows: Three hundred two and 08/100's plus accrued interest

Dollars on the 23rd day of November 19 87 and Three hundred two and 08/100's plus accrued interest Dollars on the 23rd 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 23rd day of October 1995 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 3 over prime* per cent 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 Metropolitan Bank & Trust Co. 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, 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:

Lots 1, 2 and 3 in Bossman's Resubdivision of Lots 70 to 74 in M. Ballin's Subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, according to the map of said Bossman's Resubdivision recorded November 6, 1886 in Book 39 of Plats, page 17, in Cook County, IL. Commonly known as 1538-44 W. 51st St. 20-08-124-045 CMO All *

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this note is predicated upon a rate of 3 percent per annum, and in the event such rate shall fluctuate, either up or down, while any portion of the Note shall remain unpaid, the interest rate being charged on the Note shall be adjusted so that it shall at all times equal 3 percentage points over such prime rate from time to time in effect.

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this note is predicated upon a rate of 7 percent per annum, and in the event such rate shall fluctuate, either up or down, while any portion of the Note shall remain unpaid, the interest rate being charged on the Note shall be adjusted so that it shall at all times equal 7 percentage points over such prime rate from time to time in effect.

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 a party with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter placed on these premises for supply heat, gas, air conditioning, water, light, power, refrigeration, whether line, unit or centrally controlled, and vent stacks, including without limitation, the foregoing, screens, window blinds, shutters, doors and windows, floor coverings, window blinds, awnings, shutters, water heaters, A/C's, and 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: (1) Within the incidents herein aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to do so, 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 work not expressly subordinated to the lien hereof; (3) pay when due any taxes, assessments, or charges to be levied or charged on the premises subject to the lien hereof, and upon request submit satisfactory evidence of the discharge of such prior lien to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erecting 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 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

NAME: Metropolitan Bank & Trust Co. STREET: 2201 W. Cermak Rd. CITY: Chicago, IL 60608

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE



RECORDER'S OFFICE BOX NUMBER

