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8 7 5 9 1 1 7

71-38-174

This Indenture, Made OCTOBER 30th 19 87, between FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 12, 1984 AND KNOWN AS TRUST NO. 7784,

herein referred to as "Mortgagors," and

Beverly Bank

19 00

an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 ONE MILLION THREE HUNDRED THOUSAND NO/100ths ---------------------($1,300,000.00)--------------------------- DOLLARS, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~BEARER~~ BEVERLY BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest ON DEMAND on the balance of principal remaining from time to time unpaid at the rate of P+1%* per cent per annum ~~in instalments as follows:~~

~~Dollars on the~~xxxxxxxxxxxx~~day of~~xxxxxxxxxxxxxxx~~19~~xxxx~~and~~

~~Dollars on the~~xxxxxxxxxxxxxx~~day of each~~

~~thereafter~~ until said note is fully paid on demand ~~except that the final payment of principal and interest, if not sooner paid, shall be due on the~~xxxxxxxxxxx~~day of~~xxxxxxxxxx~~19~~xxx 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 ~~maximum rate permitted by law~~ rate of P+4%** 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 BEVERLY BANK in said City,

This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.

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 Village of Oak Lawn, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 7 in Wiegel and Kilgallen's Crawford Gardens Unit #5, being a subdivision of part of the North 468 feet of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT INDEX NO. 24-03-410-007 HFO un

*P+1% is the prime rate of interest in effect from time to time at BEVERLY BANK plus one (1%) per cent per annum.

**P+4% is the prime rate of interest in effect from time to time at BEVERLY BANK plus four (4%) per cent per annum.

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

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

I, the undersigned
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Franklin Sellers, Trust Officer
Darlene Donahue, Assistant Trust Officer

who are personally known to me to be the same persons whose name s subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 30th day of October, A. D. 19 87.

Deborah M. Navarrete
Notary Public.

"OFFICIAL SEAL"
DEBORAH M. NAVARRETE
Notary Public, State of Illinois
My Commission Expires 10/15/91

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 NOV -3 AM 10 32

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AFTER RECORDING
MAIL THIS INSTRUMENT TO

NAME
ADDRESS
CITY
DATE INITIALS

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.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 5611010 2904

BEVERLY BANK

By R. J. Boucek Sr. VICE-PRESIDENT

Box

TRUST DEED
For Instalment Note

To
BEVERLY BANK
Trustee

PROPERTY ADDRESS
4009 W. 93rd Place
Oak Lawn, Illinois 60453

MAIL TO
BEVERLY BANK
1357 West 103rd Street
Chicago, Illinois 60643
333

BOX 333-CC

13-18 (7-69)

mencement 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.

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 overplus 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: (1) 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; (2) 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, 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 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 by the persons herein designated as the makers thereof; 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 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, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act then the Recorder of Deeds of the county in which the premises are situated shall be second 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.

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.

16. This Trust Deed is also subject to the terms and conditions of the attached Rider "A".

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Witness the hand___ and seal___ of Mortgagors the day and year first above written.

_____ [SEAL]

_____ [SEAL]

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUST U/T/A DATED 3/12/84 AND KNOWN AS TRUST #7784, [SEAL]

BY: _____ [SEAL]

ITS: Trust Officer

ATTEST: _____

Assistant Trust Officer

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

doors and windows, floor coverings, inador 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 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, 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (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 mechanic's 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 note; (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) 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 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 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 maximum rate permitted by law. 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 instalment 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, outlays 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, guarantee 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 the maximum rate permitted by law, 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 com-

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RIDER "A" TO A TRUST DEED DATED OCTOBER 30, 1987 BETWEEN
FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE
UNDER A TRUST AGREEMENT DATED MARCH 12, 1984
AND KNOWN AS TRUST NO. 7784 AND BEVERLY BANK, TRUSTEE

1. Partial Releases. The Trustee will, at the demand of the Mortgagor, effect, execute, and deliver unto the Mortgagor instruments of release releasing from the lien of this mortgage such portions of the property encumbered hereby as the Mortgagor may require. The Mortgagor, to be entitled to the execution and delivering of such release, shall pay to the holder of the Note simultaneously with the receipt of each such release, an amount per unit as follows:

UNIT NO.	RELEASE AMOUNT
2A	$72,800.00
2B	66,300.00
2C	73,700.00
2D	72,800.00
2E	74,100.00
2F	79,300.00
2G	79,300.00
3A	74,100.00
3B	67,600.00
3C	78,000.00
3D	74,100.00
3E	75,400.00
3F	80,600.00
3G	80,600.00
4A	74,100.00
4B	67,600.00
4C	78,000.00
4D	74,100.00
4E	75,400.00
4F	80,600.00
4G	80,600.00

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If Mortgagor sells a Unit or Units and gives written notice of the fact of such sale to the Trustee (which notice the Mortgagor may give to the Trustee at any time before there shall have been entered a final decree of foreclosure, foreclosing this Trust Deed), then the Trustee will be deemed to have agreed that it will execute a partial release of such property from the lien of the within Trust Deed whenever the release amount, computed in accordance with the terms hereinabove set forth, is paid to the holder of the Note. For the purposes of this paragraph, a sale will be deemed to have been made when the Mortgagor executes a deed of conveyance to a purchaser or enters into a valid and binding contract to sell and deliver to a purchaser. Any moneys paid to and received by the seller for the execution of releases pursuant to the terms of this paragraph shall not, if paid after foreclosure shall have been instituted, waive the rights of the Trustee or holder of the Note to continue the foreclosure action; nor shall they have any effect upon the pendency of the foreclosure proceedings, except to entitle the persons effecting such payment to the release of the property for which the release amount was paid and, insofar as the Trustee is concerned, to constitute a credit against the mortgage debt.

2. <u>Waiver of Right of Redemption</u>. Mortgagor does hereby waive any and all rights of redemption from sale under any order,

decree or judgement of foreclosure of this Trust Deed, on behalf of the Mortgagor and each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date hereof.

3. Due on Sale. If all or any part of the premises or any interest therein is sold or transferred by the Mortgagor without the Trustee's prior written consent, including but not limited to the beneficial interest of FIRST NATIONAL BANK OF EVERGREEN PARK TRUST No. 7784, the Trustee or holder of the Note may, at its option, declare all the sums secured by this Trust Deed to be immediately due and payable.

4. Condominium. Mortgagor also hereby grants to the Trustee its successors and assigns, as rights and easements appurtenant to the real property described in the Trust Deed, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This Trust Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration where recited and stipulated at length herein.

5. Furniture and Fixtures. Mortgagor hereby grants to the Trustee, a security interest in all furniture and fixtures of the Mortgagor, including but not limited to all washers, dryers, stoves, refrigerators, water heaters, furnaces, water softeners, humidifiers and all accessories, parts and equipment now and

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hereafter affixed thereto or used in connection therewith located at Evergreen Park Illinois, Oak Lawn, Illinois or elsewhere.

FIRST NATIONAL BANK OF EVERGREEN PARK
AS TRUSTEE UNDER A TRUST AGREEMENT
DATED 3/12/84 AND KNOWN AS TRUST
NO. 7784,

BY: _____

ITS: Trust Officer

ATTEST:

BY: _____

ITS: Assistant Trust Officer

87591177

RIDER ATTACHED TO TRUST DEED TO Beverly Bank

DATED October 30, 1987 UNDER TRUST NO. 7784

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 convenants, 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 the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, 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 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.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 7784.

BY _____
XXXXXXXXXXXXXXXXXX Trust Officer

ATTEST:

_____
Assistant Trust Officer

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