	The Above Space For Recorder's Use Only
THIS INDENTURE, made December 30,	
partnership by Robert D. Kent, A	lanaging Partner South Main Street, Salt Lake City, Utah
herein referred to as "Trustee," witnesseth:	pour ration belong belong the second
THAT WHEREAS the Mortgagors are just	y indebted to the legal holder or holders of the Installment Note hereinafter described, in the
principal sum of \$398,792.00 evidenced by one certain Installment Note of the	Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which
	principal sum HONGORDERHONDENHONDENHONDENCONNOCONNOCONNOCONNOCONNOCONNOCONNO
POWING PRINCIPAL STOCK STANDARD STANDAR	RESOLUTION OF THE COCK OCCIONARY OF THE PRINCIPAL DESCRIPTION OF THE PR
as set forth in said note the rate of the control of the rate of the control of t	२०२०२०२०२२२२१९७००२ with interest on the principal balance from time to time unpaid at
	AND SECOND SERVICE BANK, 1 South Main Street, Salt Lake
CLEY Utan or at Juch other place as the leg	al holder of the note may, from time to time, in writing appoint, which note further provides that
become at once due and payable, at the place of payr	ut notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall nent aforesaid, in case default shall occur in the payment, when due, of any installment of principal
contained in this Trust Deed (in which event electi	in case default shall occur and continue for three days in the performance of any other agreement on may be made at any time after the expiration of said three days, without notice), and that all
NOW, THEREFORE, the 40 tgagors to secu	ement, notice of dishonor, protest and notice of protest.
terms, provisions and limitations of his trust deed be performed, and also in consider the of the sur	l, and the performance of the covenants and agreements herein contained, by the Mortgagots to not One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents.
title and interest therein, situate, lying and being	or his successors and assigns, the following described Real Estate and all of their estate, right, in the
City of Chicago	OUNTY OF COOK AND STATE OF ILLINOIS, to wit:
	OUNTY OF Cook AND STATE OF ILLINOIS, to wit:
Please see exhibit A attached	hereto and incorporated herein by this reference.
Titale see against it areas.i.e.	DEFT-01 RECORDING \$12.2
	- T#4444 TRAN 6356 61/89/67 09:29:00 - #5931 # D ※ 一窓 アーベルは存むや20 - COOK COUNTY RECEDER
	COOK COUNTY RECENDER
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which, with the property hereinafter described, is rel	arred to bearin on the "oran is a"
for so long and during all such times as Mortgagors not secondarily), and all apparatus, equipment or a power, refrigeration (whether single units or centershades, storm doors and windows, floor coverings, said real estate whether physically attached thereto premises by the Mortgagors or their successors or a grant and analysis.	, easements, fixtures, and appurer these thereto belonging, and all rents, issues and profits thereof may be entitled thereto (which are pledged primarily and on a parity with said real estate and ricles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, stilly controlled), and ventilation, including, (without restricting the foregoing), screens, window inador beds, awnings, stoves and wate healers. All of the foregoing are declared to be part of or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the ssigns shall be considered as constituting part of the real estate. Trustee, its or his successors and a signs, forever, for the purposes, and upon the uses
enid rights and hangile the Mortgagors do bereby &	benefits under and by virtue of the Homesand Exemption Laws of the State of Illinois, which expressly release and waive.
are incorporated herein by reference and are a part	overagits, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) hereof and shall be hinding on the Mortgagors, their being, successors and assigns.
Witness the hands and seals of Mortgagor th	e day and year first above written. Giates, a Utal general partnership
PLEASE BY ROBERT	(Scal) (Scal)
TYPE NAME(S) BELOW	700 MAIL
SIGNATURE(S)	(Seal) (Seal)
State of Illinois, County ofCook	ss., 1, the undersigned, a Notary Public in and What County,
State of Itimos, County of	in the State aforesaid DO HERERY CERTIFY that 4447 Associates, a
	Utah general partnership, by Robert D. Kent, managing
IMPRESS SEAL	personally known to me to be the same person, whose name 15 subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
HERE	edged that he signed scaled and delivered the said instrument as his
	free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
m	Oth day of December 1986
Given under my hand and official seal, this	1987 Mary Hat Kice totar
This instrument was prepared by Thomas	R. Knight
Thomas W. Murphy, Johnson, Cusack 211 West Wacker Drive, Chicago, I	
Thomas (NAME AND ADDRE	of Harlem Ave., Diversey Ave., chicago, Illinois
NAME Thomas W. Murphy	ADDRESS OF PROPERTY: of Harlem Ave., Diversey Ave., chicago, Illinois the ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED rive—Suite 1800 send subsequent Tax Bills To: Robert D. Kent, Managing Partner 4447 Associates
Johnson, Cusack & E	ell, Ltd. PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
AUDRESS ZIT NEST NACKEL I	rive—Suite 2800 SEND SUBSEQUENT TAX BILLS TO: Robert D. Kent, Managing Partner z
CITY AND STATE Chicago, Illinois	_zip Code 60606 4447 Associates
•	P.O. Box 11838, Salt Jake City,
OR RECORDER'S OFFICE BOX NO.	(Address)

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THE FOLLOWING ARE TIMEON THE TRUST OF THE TRUST DEED WHICH THERE BEGINS: 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 lier to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note. 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer exvice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or 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 and 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 neby all a honory of the intest, such rights to he evide

be considered as a waver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the bolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the solicity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay such item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case definit, shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secure snall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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, on lays for documentary and experit 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 scarches and examinations, guarantee policies. Torrens certificates, and sin illegate 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 o evidence to bidders at any sale which may be had pursuant to such decrete the true condition of the title to or the value of the premises. In additional expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in mediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to 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

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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining upper d; 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 complaint to foreclose this Trust Deru, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rolice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the thin, y are 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 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 for redemption, whether there be redemption or not, as well as during any further times who in Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which any he necessary or are usual in such exact for the protection, possession, control, management and operation of the premises during the whole of said period. The Court fractime 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 hy 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 of this Trust Deed 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 Trust condition of the premises of the premises

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 principal 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 principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein centained of the principal 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 death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORKOWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within	Trust	Deed	has	heen
4447 Associates No. (3) identified herewith under Identification No				
identified herewith under Identification No				

Zions First National Bank

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Lots 90 and 91 in John J. Rutherford's Third Addition to Mont Clare in the Northwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, except that part thereof taken for street purposes in Case No. 83 L 51231 described as follows:

Beginning at the Southwest corner of said Lot 91 thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East along the Westerly line of said Lot 91, a distance of 42.25 feet to a point on a 25.00 foot radius curve, the center of said curve bears North 90 degrees 00 minutes 00 seconds East from said point thence Southeasterly along said curve through a central angle of 80 degrees 51 minutes 40 seconds for a distance of 35.28 feet, thence South 80 degrees 51 minutes 48 seconds East 79.98 feet to the East line of said Lot 90; thence South 00 degrees 07 minutes 00 seconds West along the East line of said Lot 90, 5.81 feet to the South line of said Lot 90; thence North 89 degrees 27 minutes 30 seconds West along the South line of said Lots 90 and 91, a distance of 100.00 feet to the POINT OF BEGINNING.

ADDRESS:

N.E. CORNER HARLEM & DIVEISTY, CHICAGO, ILLINOIS

13-30-127-021 (90) - 0d**0**(91) PERMANENT INDEX NO.

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