This Indenture, Made January 20 1987, between Beverly Bank, not personally but solely, as Trustee under Trust Agreement dated December 30, 1986, and known as Trust No. 8-8258

herein referred to as "Mortgagors," and

Beverly Bank

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 TER NOTE, in the PRINCIPAL SUM OF Four Hundred Thousand and no/100 (\$400,000.00)

DOLLARS,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and

interest monthly

on the balance of principal remaining from time to time unpaid at

the rate of prime 1% per cent per annum in instalments as follows: Seven Thousand Two Hundred Thirty Three and n//100 (\$7,233.00)

Dollars on the 20th day of February 19 87 and Seven Thousand Two Hundred Thirty Three and no/100 (\$7,233.00)

Dollars on the 20th day of each successive month

thereafter until said note is fully paid except that the final payment of principal and

interest, if not sooner paid, shall by due on the 20th day of June 19 93. All such payments on account of the indebtedness svidenced 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, and all of said principal.

cipal and interest being made payable at such banking house or trust company in Chicago

Allinois, as the holders of the note tray, 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 Post Deed.

NOW, THEREFORE, the Mortgagors to secure the paymon, 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, juid and interest therein, situ-

ate, lying and being in the to wit:

, COUNTY OF Cook

AND STATE OF ILLINOIS,

Lots 1 through 16 and Lots 34 through 38; together with the 20 foot vacated alley lying South of Lots 1 through 10; also the 20 foot vacated alley lying West of Lots 11 through 15 and East of Lots 34 chrough 38; also, the West 1/2 of the vacated alley lying East of and adjoining Lot 16, aforesaid vacated alley being vacated by Document #21924445; all in Block 3 in Cicero Gardens, a subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. #: 24-15-101-011, 24-15-101-012, 24-15-101-013, 24-15-101-014 24-15-101-015, 24-15-101-016, 24-15-101-025, 24-15-101-039 F 24-15-101-027, 24-15-101-028, 24-15-101-029, and 24-15-101-039 F

Commonly known as: 4727 West 103rd Street, Oak Lawn, Illinois.

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

*One percent (1%) above Beverly Bank's prime interest rate in effect from time to time. Subject to a minimum of 7% and a maximum of 14% per annum.

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This document was prepared by: Gary L. Wesner Vice President BEVERLY BANK 1357 West 193rd Street Chicago, Illinois 69643	UNOFFICATION IL 60453	BEVERLY BANK Trustee PROPERTY ADDRESS A27 W. 103rd Street	TRUST DEED For Instalment Note
	IMPORTANI For the protection of both the borrower and lander, (b) note secured by this Trust David should be identified by the Trust David should be identified by the Trust David in filed for rooms.	E RECORDING 1987 1987 1987 INTRALS GLW 1987	MANE
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whose mame whose name and whose mame and me this day in person in the said instruction of the meteory of the me	me to be the same person of trument, appeared before strument, appeared before signed, sealed and delumenty act, for the uses and matery act, for the uses and	who personally known to subscribed to the foregoing Instant acknowledged that they ment ashedged that tree and volumnt including the release and volumnt including the release and	CO .
	residing in seid County, in (Patricia Ralphson, Tru	I, The Understand a Notery Public in and for and I	

mencement of any suit for the lored osure bereof after accrual, of sum right to foreclose whether or not actually commenced; or (c) preparations for the december of any threatened suidor 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 their 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, fixeds 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 he 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, prosession, 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 may 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 inc 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 the trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not 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 genuing 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 of 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 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 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.

	Wrrwns the hand and sea	l_ of Mortgagors the day and year first above	written.
- Y	Three Rolphon	ally but solely, as Trustee aforesaid	[65AL]
	Trust Officer /	Asst. Trust Officer	

deces and windows, floor coverings, insulor beds, awaings, stoves and water heaters. All of the fore-going are declared to be a part of said real estate whether physically attached thereto or not, and it agrees by the grandes by the percent of the premises by the agreed that all similar apparatus, equipment or articles bereafter placed in the real estate. Sometime part of the real estate.

TOHATE AND TO HOLD the premises unto the 'said Trustee, its successors and sesigns, for the purposes, and upon the successors and trusts herein set forth, free from all rights and beneated for the Bists of the Homestead Exemption Laws of the State of the Homestead Exemption Laws of the State of the Horigagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

I. Mortgagors shall (I) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (S) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or daims for lien of expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be send not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be selected by a lien or charge on the premises amperior to the 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 res thereof; (6) make no material alternances is and premises the rest thereof; (6) make no material alternances is a secured by law or municipal ordinances except as required by law or municipal ordinances of erection upon said is set and the rest thereof.

2. Mortge of a shall pay before any penalty attaches all general taxes, and shall pay apsolal taxes, and charge of the premtaxes, special astronomets, water charges, sewer service charges, and other charges against the premises when due, and toah, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. It is event default hereunder Mortgagors shall pay in full under protest, in the manreceipts therefor. It is event default hereunder Mortgagors and desire to contest, and ner provided by statute, toy tax or assessment which Mortgagors may desire to contest.

Mortgagors shall lightning and improvements now or hereafter situated on said providing for providing for misses insured against lost or demage by fire, lightning or windstorm under policies providing for payment by the insurance comparies of moneys sufficient either to pay the one of replacing or repairing the same or to pay in full the orderness secured hereby, all in companies satisfactory to the ing the note, under insurance policies payable, in case of loss or damage, to Trustee for the holders of the note, and en insurance policies, including additional and remerse clause to be attached to each policy, and shall deliver all policies, including additional and remewal policies, to holders of the note, and in case of insurance along, the expire, shall deliver all policies, including additional and remewal policies, to holders of the note, and in case of insurance along, shall deliver all osting to expire, shall deliver all osting a capital deliver of the note, and in case of expire, and in case of expire, shall deliver of expire, and in case of expire, and in case of expire, and of expire, and in case of expire, and only of expire, and in case of expire, and only of expire of the note, and in case of expire, and only of expire, and only of expire along the note, and in case of expire, and only of expire, and only of the expire of the expire of the note, and in case of expire, and in case of expire, and in the note, and in the note of expire of expire of expire of the note.

A. In case of default therein, Trustee or the holders of the note may, but need not, make any expensed of the note may, but need not, make the holders of the new torn parties of principal or market on parties of principal or interest on prior test and principal or interest on prior ties and may, but need not, make full or parties of settle any tax lien or other prior ties enquines or our settle any tax lien or other prior ties or our settle any tax lien or other prior ties to or consormation thereof, or the noise set and any other moneys paid for any of the purposes herein authorized and all expenses test any tax or seessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attories. Tess, and any other moneys edvanced by Trustee or the holders of the note to protect the mortes. Or prior there are not the interest the nortest and any other much additional indeptedness secured herein any ight section any take notice and with interest thereon at the maximum rate permitted by law. Insection of Trustee or holders of the note shall never be considered as a widy it of any default becomes in most and payable without notice and insecured be considered as a widy it 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 problic office without inquiry into the accuracy of each Nill, statement or estimate to make problic office without inquiry into the accuracy of each Nill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or caim thereof.

Mortgagors herein contained. 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the tereof. At the option of the holders of the Lot, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, now that any interest, become due and payable (a) immediately 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 is making payment of any instalment of principal or interest on the notice of the standard default and contrare and continue for the standard default and contrare agreement of the standard default and contrare agreement.

When the lies not for a tonger of the right to toned are whether by acceleration or other-vise, holders of the note or Trustee shall have the right to tonedose the lies hereof. In any suit to force of the lies hereof, there are allowed and included as additional indebtedness in the decree for allowed and included as additional indebtedness in the decree for allowed and included by or on balant of Trustee or holders which may be extinated by or only a for documentary and expenses of the note for attorneys' fees, Trustee's fees, and costs and costs (which may be estimated as to items port evidence, attorneys' fees, Turstee's producing all such abstracts of title, title servates and the servates and searnances with respect to be expended after entry of the corress certificates, and similar date 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 presente due and the title to or the value of the premises. All expenditures and expenses of the note of the premises. All expendences send expenses of the note in connection with (s) any proceeding, including probate and humodistely by Trustee or holders of the ones a the maximum rate permitted by law, when paid or incurred due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred due and payable, with interest of them shall be a party, either as plaintiff, desimant or defendant, proceedings, to which either or them shall be a party, either as plaintiff, desimant or defendant.