his Indenture, Made

December 5,

1986, between Glenview State Bank, a corporation

of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said

Bank in persuance of a Trust Agreement dated

NOVEMBER 15, 1978

and known as trust number

herein referred to as "First Party," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith

PRINCIPAL SUM OF

---- THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) --association,

made payable to REARER: DES PLAINES NATIONAL BANK, a national banking/ 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 anticinaments and action as the said principal sum anticinament and action as the said action and action as the said action as the said action and action action as the said action action and action as follows: (SFY RIDER ATTACHED HERETO AND MADE A PART HEREOF.) inacceloregas:

as follows:

DOLLARS

on the

XVENTE

day if

DOLLARS

day of each

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

day of

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

company in

Limina, 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

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 to consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remist, rairase, alien and convey unto the Trustee, its successors and

assigns, the following described Real Estate situate, lying and being in the Olty of Evanston

COUNTY OF

AND STATE OF ILLINOIS, to wit:

LOT 9 IN LANDECK'S DIVISION OF LOT 2 IN EVERT AND SCHAEFER'S SUBDIVISION OF PART OF THE NORTH EAST FRACTIONAL QUARTER OF SECTION 1.0, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #10-10-200-014-0000

Commonly known as: 2506 Gross Point Road, Evanston, Illinois.

COOK COUNTY. ILLINOIS

..... 1986 DEC 10 AH 10: 24

86589311

COOK COUNTY ILLINOIS FILED FOR RECORD

1987 FEB 18 AM 11: 06

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\*\*\* THIS DOCUMENT IS RERECORDED BECAUSE OF A TYPOGRAPHICAL ERROR IN TRUST AGREEMENT DATE. \*\*\* which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, 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

This Document prepared by: Barbara Samuels, 678 Lee Street, Des Plaines, IL 60016

87094340 86589311

DES PLAINES NATIONAL BANK 678 LEE STREET DES PLAINES, IL 60016 **MICAGO** MAILING INSTRUCTIONS: GLENVIEW STATE BANK 800 Waukegan Road Glenview, Illinois TITLE AND TRUST COMPANY Trustee

Trust Deed has been

GLENVIEW STATE BANK

In Trustee

Solitor College Colleg Notary Public 1861 , II ylul espires luly II, 1961. 98 61 0 2 ресещрет GIVEN under my hand and notarial seal, this. หาร

then and there acknowledged that Aha. as custodism of the corporate, seal of said Bank' did affar the corporate seal of said Bank to said instrument as The Corporate and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes as Trustee as aforceald, for the uses and purposes therein set forth; and the eald Assistant Beergiary then and there acknowledged that Ghe , as custodian of the corporate seal of said Bank, did instrument as their own free and voluntary act and as the free and voluntary act of said Bank, Alice Hansen, Asslstant Trust Officer panes are subscribed to the foregoing instrument as such Vice-President, and Assistant Completely,
specific of the foregoing instrument as such Vice-President, and Assistant Scrattering Trespectively,
spreared before me this day in person and acknowledged that they signed and delivered the said
spreared before me this day in person and acknowledged that they signed and delivered the said

Vice-President of the GLENVIEW STATE BANK, and.

Karen Forgette

a Motary Public, in and for said County, in the State aforesaid, Do Hansay Centry', that THE UNDERSIGNED

COUNTY OF COOK SIGNETIS AS ELVIS

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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, 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 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 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) 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 premise, when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full unter 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 premises insured against loss or damage by fire, lightning or windstorm under wheles providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of 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 course to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and mannes deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purch se, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture . "cr.ing 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 prote t th mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action here a puthorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable wilnow; notice and with interest thereon at the rate of seven per cent per annum. 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 of the provisions of this paragraph.
- 2. 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.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 instalm at of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the thin, a pecifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 4. 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 commentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed 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 any 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 rate herein provided per annum, where 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 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 after the premises or the security hereof, whether or not actually commenced.
- S. 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 First Party, its legal representatives or assigns, as their rights may appear.
- 6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 hereinder 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 First Party, its successors or assigna, 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.

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By Manual Holy Vice-President

ATTEST Office Assistant Sensons of Florer

Assistant Sensons of Florer

Fruet Officer

OF Trustee as a foresaid and not personally

IN WITHESS WHEREOF, Glenview State Bank, not personally but as Trustee as storesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and sitested by its Assistant Excelent, and year dirst above written.

THIS TRUST DEED is executed by the Clenview State Bank, not personally but as Trustee as at retail in the exercise of the jower and suthority conferred upontand vested in it as such Trustee (and said Clenview State Bank, h. eby wargarts that it passesses full power and suthority to execute this instrument), and it expressly understood and agreed that noting any liability on the said First Party or on said such only increasing any liability or the said First Party or on and only only increasing any liability, it say, being express accruing herein, or to perform any coverance or amplied herein, contained, all such liability, it say, being expressly waived by Trustee and said Clenview Grant or implied herein, contained, all such liability, it say, being express by Trustee and by every-gerson and express or implied herein, contained, all such liability, it say, being expressly waived by Trustee and said Clenview State Bank personally are concerned, the lettered and the entered of the personal liability of the guaranter, it say, treated in said once provided or by action to enforcement of the personal liability of the guaranter, it say, treated in said note provided or by action to enforce and in said note provided or by action to enforce and in said note provided or by action to enforce and in said note provided or by action to enforce the personal liability of the guaranter, if any,

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13. The Mortgagor consents and warrants that it will take all 41s steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973; as amended, and that, if required by the Mortgagee, the Mertsagor will cause the real estate which is the subject matter of this Mortgage o because the real estate which is the subject matter of this Mortgage o because the provisions of this Act.

12. If said property or any portion thereof securing he note shall be sold, conveyed or transferred, without the written permission of the holder fitter had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with secrimed interest charging at the fitter secured in solder, shall immediately, without notic; to anyone, become due and payable.

rectormed hereunder

10. 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, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and sustinged to reasonable compensation for all acts

9. 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 sand at the request of any person who shall, either before or after maximity 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 certification purporting to be executed by a prior trustee hereunder or which conforms in substance with the describing herein trustee and it has never executed by a prior trustee hereunder or which conforms in substance with the described of the original trustee and it has never executed by a prior trustee hereunder or which to the case the conformation betein described any note which may be presented and which conforms in substance with the described of the may accept as the genuine note herein described any note which may be presented and which conforms in substance with the described of the may accept as the genuine note herein described any note which of First Party.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to receive any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or onissions 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.

be permitted für that purpose,

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall

CLENVIEW STATE BANK

be signed by its Vice-President, and its corporate seal to be hereunto affixed and affealed by its Assistant Sackman, the day and year first above written. IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to

created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any, State Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises for the payment thereof, by the enforcement of the lien hareby nant either express or implied herein contained, all such liability, if any, being expressly waived by Triatee and by every person now or hereafter claiming any right or security hereunder, and that so the Flast Party and its successors and said Clainview. possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said rote contained shall be construed as creating any liability on the said First Party or on said Clenview State Bank person-ally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covee Rides. THIS TRUST DEED is executed by the Clenview State Bank, not personally but as Trustee as stores air. In the exercise of the power and suthority conferred upon and vested in it as such Trustee (and said Clenview State Bank, he. by warrants that it

(See Rider attached hereto and made a part hereof.)

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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, atorm doors and windows, floor coverings, inador beds, awnings, stores 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 aforesald 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 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 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 un r protest in the manier provided by, statute, any tax or assessment which First Party may desire to contest; (9) keep all buil, ing. and improvements now or hereafter; situated on premises insured against loss or damage by fire, lightning or windsturm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sam or to pay in full the indebtedness secured hereby, all in companies austafactory to the holders of the note under insurance policies payale, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evisioned by the standard mortuga, an issee to be attached to each policy; and to deliver all policies, including additional and remeals policies in the respective dates of expiration; then Truste of the holders of the note
- 2. The Trustee or the holders of the note have y secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or est mate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without not e to First Party, its successors or assigns, all unpeid 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 ease of default in making payment of any invalent of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of he things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whet'es by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to for lose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense 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 tees, or as for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items o be expended after entry of the decree) of procurring all such abstracts of title, title searches and examinations, guarantee policies, To rear certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary ither 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 rate herein provided per a min when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankrupter proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any in labtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right of foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which right affect the premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the le lo long, order of priority; First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items at a rementioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebted. It is 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 First Party, its legal representatives or assigns, as their rights may appear.
- 6. 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 solveney or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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, 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 First Party, its successors or assigns, or 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.

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payable in 60 consecutive equal banth y installments if WO HUNDRED FORTY-FIVE AND NO/100 DOLLARS on the first day; of February, 1985 and on the first day of each month thereafter until this note is fully paid, except that the final payment of principal, if not sooner paid, shall be due on the first day of January, 1992.

Interest on the balance of principal remaining from time to time unpaid shall be paid on the first day of February, 1987, and on the first day of each month thereafter, until the principal balance of the note is fully paid.

Interest charged under the note shall be calculated at a fluctuating per annum rate equal at all times to 375 basis points over the average rate, on a discount basis, for U. S. Treasury bills with maturities of 91 days, established at the weekly auction for such bills held immediately prior to the last day of each month ("Bill Rate"), rounded to the nearest 0.125 percent, with any changes in the Bill Rate to take effect on the first day of the following month; provided, however, the average rate of interest shall not fall below, or a cumulative basis, 6.5% per annum and provided that no "Default" (as defined below) has occurred, the average rate of interest shall not exceed, on a cumulative basis, 12% per annum. Such average rate shall be derived by dividing the "Average Interest" (as defined below) by the "Average Daily Outstanding Principal Balance" (as defined below).

THE AVERAGE INTEREST SHALL IE DERIVED BY MULTIPLYING (a) 360 DAYS BY (b) THE CUMULATIVE AMOUNT OF INTEREST CHARGED UNDER THE NOTE DIVIDED BY THE NUMBER OF DAYS ELAPSED SINCE THE DATE OF THE FIRST ADVANCE HEREUNDER. THE AVERAGE DAILY OUTSTANDING PRINCIPAL BALANCE SHALL BE DERIVED BY DIVIDING (a) THE SUM OF THE DAILY OUTSTANDING PRINCIPAL BALANCES OF ALL ADVANCES MADE PURSUANT TO THE NOTE SINCE THE DATE OF THE FIRST ADVANCE HEREUNDER BY (b) THE NUMBER OF DAYS SINCE THE DATE OF THE FIRST ADVANCE HEREUNDER.

From and after the occurrence of a default in the payment of the note, any installment hereof, or any interest due hereunder ("Default"), interest shall be calculated at a fluctuating per annum rate equal 20 all times to 575 basis points over the Bill Rate, rounded to the nearest 0.125 percent, with any changes in the Bill Rate to take effect on the first day of the month following such change.

All such payments on account of the indebtedness evidenced by the note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The Maker reserves the right to prepay (without penalty or premium) all or any part of the principal sum remaining unpaid hereon at any time and from time to time.

Said payments are to be made at such banking house or trust company in the city of Des Plaines, Illinois, as the legal holder of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Des Plaines National Bank.



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