TRUST DEED

87107050

THE ABOVE SPACE FOR RECORDERS USE ONLY

PIONEER Chicago, between Problems Bank & Trust Co., Mark & THIS INDENTURE, Made February 10, 1987 Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 21, 1981 and known as trust number 23012 , herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date here-ONE HUNDRED FIFTEEN THOUSAND AND NO/100ths - - - - with in the Principal Sum of made payable to the order of BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate date of disbursement per cent per annum in instalments as follows: One Thousand Three Hundred Eighty 12% & 03/100ths 19 87 and One Thousand Three Hundred Eighty Dollars on the 15th day of April & 03/100ths - dry of eachand every month thereafter until said note is fully paid except that the Dollars on the 15th final payment of principal and interest, if not sooner paid, shall be due on the 15th day of March, 1992 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 15% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, 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 First State Bank of Chicago NOW, THEREFORE, First Party to secure the payment to the said principal som of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the som of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Turkee, its successors and assigns, the following described Real Listate situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit Cook Lots 26, 27 and 28 in Block 2 in the Subdivision of the South East 1/4 of the South West 1/4 of the South West 1/4 of Section 29, Township 40 North, Range 14. 9 East of the Third Principal Meridian in Cock County, Illinois. 14-29-319-038-0000-26 Permanent Indax No. 1452 W. Fullerton Chicago, II. FEB 24 '87 71-02 14-29-319-037-0000 - 27 1454 W. Fullerton Chicago, II. Permanent Index No. 14-29-319-036-0000.~~? 1456 W. Fullerton Chicago, II. Permanent Index No. E-W-0 S/B THIS INSTRUMENT PREPARED BY B. W. SCHREIBER

4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all remis, 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 prim ally and on a parity with aid real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter increin 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 each each successors 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 frinstee, its successors and assigns, lorever, 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 lailure 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 clatms for then not expressly subordinated to the lien hereof, (1) pay when due any Indebtedness which may be secured by a lien or others here or clatms for the not expressly subordinated to the lien hereof in the premises and the use in process of erection upon said premises; (5) comply with all requirements of low or municipal ordinance; (7) pay when due any Indebtedness which may be secured by a lien or other liens o

D	NAME First State Bank of Chicago	
E L	4646 N. Cumberland ave. STREET Chicago, II. 60656	
l V E	CITY L.	
R Y	INSTRUCTIONS AND THE THE	(23)

1452-56 W.-Full engognusing A Chicago, Handle of a ladge verific 80-01-01 satigal neighbor 9 vid

or hereafter situated on said premies is real alians to sor amia e by fire him or widstoria under policie providing for payment of the insurance companies of moneys sufficient educity to be to so of raplacing or principally and in some early and in deliver all policies, and 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 mortage clause 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 herembefore set forth in any torm 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 fitting lien or title or claim thereof, or redeem from any tax sale or torfeiture affecting said premises or contest any tax or assessment. All minneys plad for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including afformsys' fiees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien between plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebted ness secured hereby and shall become immediately due and payable without 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

nection 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 lax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to 1 inst Party, its successors or assigns, all unpaid indebtedness secured by this trust deed all, 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, of (b) in the event of the failure of First Party or its successors or assigns to do after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, boilders 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 expenses, which may be paid or incurred by or on helalf of Trustee or holders of the note for attorness' tees, trustee's fees, appeared after entry of the decree) of procuring all such abstracts of the note may develope. Torrens exciticates, and similar data and assurances with respect to dile as Trustee or holders of the note for attorness' tees, trustee's fees, appeared after entry of the decree of procuring all such abstracts of the note may decent to be reasonably necessary either to procuring situations, and appeared to hidders at any sale which may be hald pursuant to such decree the true condition of the title to or the value of the procuring all suc

items which under the ter's hereof constitute secured indebtedness additional to that evidenced by the inde, with interest thereon as herein provided, third, all principal and vides at remaining unpaid on the notes footh, any oreplus to First Party, its legal terpresentatives or assigns, as their rights may appear.

6. Upon, or at any time of 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 that 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 pay ment of the indebtedness secured hereby, and without regard to the their value of the premises of whether the same shall be then occupied as a homestead or not and the frustee fercender may be appointed as such receiver, such a power to collect the rests. Fuses and profits of said premises during the pendency of such foreclosive suif and, in case of a said and a deficiency, during the tull statutory per id of redemption, whether there be redemption of not, as well as during any turther times when First Party, its accessors or assiens, except for the inter or dron of such receiver, would be entitled to, collect such reints, issues and profits, and all other powers which may be necessary or are usual in such cose for the protection, possession, control, management and operation of the premises during the whole of said may be not to time and a such receiver to apply the international provided such appreciator to apply the into more in his hands in payment in whole or in part of; (1) The indebtedness secured hereby, or by any device or provided such appreciators is made provide such as provided such appreciators and control, management and operation of the premises during the whole of said provided such appreciators or such decisions.

8. Inside hereby and decisions of the note shall be controlled to the provided such appreciators of

Rider attached hereto and mede a part thereof.

STATE OF ILLINOIS

COUNTY OF COOK

Pioneer

Pioneer

THIS IRUST DEFD is executed by PNOCKEY BANK AND IRUST COMPANY, not personall civil as Trustee as atoresaid in the exercise of the power and authority conterred upon and vested in it as such Irustee (and said PNOCKEY BANK AND TRUST COMPANY) hereby warrants that it possesses full power and authority to execute this instrument, and it expressly understood and agreed that nothing herein of inside note contained shall be construed as creating any liability on the said First Party or on said 1900000000 BANK AND TRUST COMPANY personally to pry the said note or any interest that may accrue their on, or any indebtedness accruing hereunder, or to perform any convenant either expressor implied herein occurity, all such liability, it any, being expressly waived by Irustee and by every person now or hereafter claiming any right or security hereunder, and that so far is the First Party and its successors and said mote of the presentable of the payment thereof, by the enforcement of the life of her by created, in the manner herein and in said note provided or by action to enforce the presentable to the guarantor, d any.

IN WITNESS WHEREOF, PARKWAYS BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid and caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PIONEER

We written. PIONEER

WARKAXXX BANK AND TRUST COMPANY As Trustee as aforesaid and not personally, The state of the s SECRETARY VICE-PRESIDENT TRUST OFFICER

WILL ASST.

a Notary Public in and for said County, in the State aforesaid, De Hereby Certify, that

PHYLLIS M. KUTTA.

Nice-President-Trust Officer of Arrival Bank And Trust Company.

Assistant Vice President of Received Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice-President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

FEB 1 0 1987 ADRIENNE C. BURT day of Moleny Public. State of Illinois My Commission Expires 10-10-88 Notary Public

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND-ER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HERFIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified

rerewith under Identification	2569	•
PARKWAY BANK AN		Mirca
Futtal a	Resists - Fram !	Trustee
0 /		1.4

87107050

The undersigned mortgager coverants and agrees to pay to the nontgagee or bearer hereof, on each principal and interest in call ment payment date, upt I the indebtedness secured by the mortgage is fully paid, an additional sum equal to one-twellth/(1/12th)of the annual taxes and assessments levied against the mortgaged premises and one-twelfth (1/12th) of the annual premium for insurance carried in connection with said premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with mortgagee or bearer an amount based upon the taxes and assessments an ascertainable or so estimated by the mortgagee, for taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned. Such tax and insurance deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments and renewal of such insurance policies, on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after receipt of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes, assessments and insurance premiums in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the mortgagee or bearer to advance other moneys for said purposes. nor shall the bearer incur any personal liability for anything it may do or omit to do hereunder.

The undersigned reserve the right to prepay this note in whole or in part any time, but the mortgagee may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all prepayments on the note in one year, which exceeds twenty per cent (20%) of the original principal amount of the loan.

It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the rate, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

At the maturity, you must repay the entire principal balance of the loan and unpaid interest then due. This loan matures and is payable in full at the end of 5 years, unless extended for an additional 5 years with payments based on the original amortization period. Provided however the bank may elect to lower or increase the interest or offer the same rate. If the rate is to be increased, it may be adjusted only to a level that is 4% higher than the effective or yield rate then applicable to U.S. Government Bonds maturing in approximately 5 years from such extension date. Provided however in no event shall the interest rate be increased by mure than 4%. The bank is under no obligation to refinance the loan at ultimate maturity. A renegotion fee of 1/2 of 1% of the current loan balance will be due and payable to the Bank in the event the mortgagors elect to extend the loan beyond its original maturity.

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all ogher reights and remedies granted to the holder hereof.

This rider attached to Trust Deed dated 2/10/87 between Pioneer Bank & Trust Co. as Trustee under Trust No.23012 dated 10/21/81 and Parkway Bank and Trust Company expressly is made a part hereof.

In the event of the commencment of Judicial proceeds to foreclose this mortgage,
Mortgagor does hereby expressly waive any and all rights of redemption from sale under
any order or decree of foreclarure of this mortgage on behalf of Mortgagor and each and
every person it may legally bind acquiring any interest in or title to the premises
after the date of the execution of this mortgage; and Mortgagor, for itself its
successors and assigns, and for all it may legally bind, agrees that when sale is had
under any decree of foreclosure of this mortgage, upon confirmation of such sale, the
master in ahancery or other officer making such sale, or his successor in office, shall
be and is authorized immediately to execute and deliver to the purchaser at such sale,
a deed conveying the premises, showing the amount paid therefor, and if purchased by
a person in whose favor the order or decree is entered, the amount of his bid therefor.