

UNOFFICIAL COPY

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WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

88474531

SEND TAX NOTICES TO:

William Dixon Kelly, Jr.
505 North Lake Shore Drive Unit 5811
Chicago, IL 60611

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS DATED SEPTEMBER 28, 1988, AMONG William Dixon Kelly, Jr., my name only, whose address is 505 North Lake Shore Drive Unit 5811, Chicago, IL 60611 (referred to below as "Grantor"); The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, IL 60607 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, Illinois 60607 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property").

See legal description attached hereto and made part hereof.

The Real Property or its address is commonly known as 505 North Lake Shore Drive Unit 5811, Chicago, IL 60611. The Real Property tax identification number is 17-10-214-005.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to the Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below:

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means The Mid-City National Bank of Chicago, its successors or assigns. The Mid-City National Bank of Chicago also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and include without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation William Dixon Kelly, Jr.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, building structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors or assigns.

Note. The word "Note" means the note or credit agreement dated September 28, 1988 in the principal amount of \$35,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the note or credit agreement. The currently scheduled final payment of principal and interest on the Note will be due on or before January 4, 1989. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

Trustee. The word "Trustee" means The Mid-City National Bank of Chicago or any successor trustee.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations under the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that its possession and use of the Property shall be governed by the following provisions:

88474531

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60671

SEND TAX NOTICES TO:

William Dixon Kelly, Jr.
505 North Park Shore Drive, Unit 2211
Chicago, IL 60671

8877111

SPACE ABOVE THIS LINE IS FOR RECORDING'S USE ONLY.

DEED OF TRUST

THIS DEED OF TRUST IS DATED SEPTEMBER 28, 1968, among William Dixon Kelly, Jr., hereinafter referred to as the Grantor, and the Mid-City National Bank of Chicago, hereinafter referred to as the Lender. The Lender is a duly organized and existing corporation under the laws of the State of Illinois, with its principal office at Two Mid-City Plaza, Chicago, Illinois 60671.

CONVEYANCE AND GRANT. The Grantor hereby conveys, transfers, assigns, vests and grants unto the Lender all that certain parcel of land, together with all rights and appurtenances thereto in anywise by law or equity, including all easements, rights of way, and appurtenances, and all other rights, appurtenances and things in anywise belonging to the real property, including but not limited to, all interests therein, located in Cook County, State of Illinois, to-wit: Parcel 12, Block 12, East 37th Street, Chicago, Illinois 60671.

The real property to be described hereinafter is commonly known as 525 North Lake Street, Chicago, Illinois 60671. The legal description of said real property is set forth in the official public records of Cook County, Illinois, in the office of the County Clerk, under recording number 17-10-214-008.

Grantor hereby assigns to Lender (and Lender is authorized to assign to third parties) the right and title to the real property and the interest therein, together with all rights and appurtenances thereto, as set forth in the foregoing recitation. In addition, Grantor grants unto Lender, together with all rights and appurtenances thereto, the right to the real property and the interest therein, together with all rights and appurtenances thereto, as set forth in the foregoing recitation.

DEFINITIONS. The following words shall have the following meanings in this Deed of Trust:
"Grantor" means the individual named herein as Grantor in this Deed of Trust.
"Lender" means the Mid-City National Bank of Chicago.
"Real Property" means the parcel of land and interest therein described in the recitation hereinabove.
"Deed of Trust" means this Deed of Trust and all amendments thereto.
"Interest" means the right to use and enjoy the Real Property and the interest therein, together with all rights and appurtenances thereto.
"Title" means the right to use and enjoy the Real Property and the interest therein, together with all rights and appurtenances thereto.
"Improvements" means all buildings, structures, and fixtures on the Real Property, together with all rights and appurtenances thereto.
"Mortgage" means the right to use and enjoy the Real Property and the interest therein, together with all rights and appurtenances thereto.
"Loan" means the sum of money advanced by the Lender to the Grantor under this Deed of Trust.
"Borrower" means the Grantor.

NOTE. The Grantor understands the nature and consequences of this Deed of Trust, and the Grantor acknowledges that the Lender is not acting as an agent for the Grantor in this transaction, and that the Grantor is responsible for the accuracy of the information furnished to the Lender.

CONTAINS A VARIABLE INTEREST RATE. The Lender reserves the right to vary the interest rate applicable to the Loan from time to time, as set forth in the applicable provisions of this Deed of Trust. The interest rate shall be ascertained by reference to the applicable provisions of this Deed of Trust, and shall be subject to the approval of the Lender.

PERSONAL PROPERTY. This Deed of Trust also covers all personal property, including all fixtures, equipment, and other items, which are attached to, or used in connection with, the Real Property. The Lender reserves the right to take possession of such personal property at any time, and to sell or otherwise dispose of such personal property.

REAL PROPERTY. The words "Real Property" mean the parcel of land and interest therein described in the recitation hereinabove, and any and all buildings, structures, and fixtures on such parcel of land, together with all rights and appurtenances thereto.

RELATED DOCUMENTS. The words "Related Documents" mean all documents, including but not limited to, mortgages, deeds, leases, and other instruments, which are recorded in the public records of Cook County, Illinois, and which relate to the Real Property.

TRUSTEE. The word "Trustee" means the Mid-City National Bank of Chicago, as designated herein.

PAYMENT AND PERFORMANCE. The Grantor shall make payment of the Loan to the Lender in accordance with the applicable provisions of this Deed of Trust, and shall perform all obligations and covenants herein set forth. The Lender reserves the right to enforce all obligations and covenants herein set forth.

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) operate and manage the Property, and (c) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Real Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this paragraph. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. Grantor agrees to indemnify and hold Lender harmless against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Deed of Trust.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

OPTION TO BUY - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due except as otherwise provided in this Deed of Trust.

Evidence of Payment. Grantor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written in form, amounts, coverages and bases reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

and manage the property and to control the financial property... Duty to Maintain. Grantor shall maintain the property in a condition suitable for the purposes...

Grantor represents and warrants that the property is free of all liens and encumbrances... Grantor shall not create, conduct or permit any other lien or encumbrance to be placed on the property...

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WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of or in any title opinion given to, and accepted by, Lender in connection with this Deed of Trust and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Compliance With Laws. Grantor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to proceedings in condemnation are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, Trustee, or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to taxes are a part of this Deed of Trust.

Taxes Covered. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Remedies. If any tax to which this section applies is assessed subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing address of Grantor (debtor) and the mailing address of Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Illinois Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, re-filed, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust and the Note, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure with fifteen (15) days; or (b) if the cure requires more than fifteen (15) days,

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WARRANTY; DEFENSE OF TITLE. The following provisions relating to the property and the title thereof shall apply to the property described in the Schedule of Assets and Liabilities attached hereto and to the proceeds of any sale or other disposition of the property and to the title thereof.

The Grantor warrants that (a) Grantor holds good and marketable title of record to the property in fee simple and that the property is free from all liens and encumbrances of any kind except those set forth in the Schedule of Assets and Liabilities attached hereto and (b) Grantor has the right, power, authority and ability to execute and deliver this instrument and to convey the property and the title thereof to the Grantee. Subject to the exception in the paragraph above, Grantor warrants that if any person or entity claims an interest in the property or the title thereof, Grantor shall defend the Grantee against the claim and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

In the event any action or proceeding is commenced against the Grantee or the title thereof, Grantor shall defend the Grantee against the action or proceeding and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title. Grantor shall also defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

Compliance With Laws. Grantor warrants that the use of the property described in the Schedule of Assets and Liabilities attached hereto shall comply with all applicable laws, ordinances, regulations and orders of any governmental authority.

CONDEMNATION. The following provisions relating to proceedings to condemn or take title to the property shall apply to the property described in the Schedule of Assets and Liabilities attached hereto and to the proceeds of any sale or other disposition of the property and to the title thereof.

Application of the provisions of this section shall not be construed to limit the right of the Grantee to file a claim for compensation for the property or the title thereof in any proceeding to condemn or take title to the property. The right of the Grantee to file a claim for compensation shall be subject to the provisions of this section.

If any proceeding to condemn or take title to the property is commenced against the property or the title thereof, Grantor shall defend the Grantee against the proceeding and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title. Grantor shall also defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

Grantor shall also defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

IMPOSITION OF TAXES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to the imposition of taxes by governmental authorities shall apply to the property described in the Schedule of Assets and Liabilities attached hereto and to the proceeds of any sale or other disposition of the property and to the title thereof.

The following provisions shall not apply to taxes imposed by the federal government, any state or the District of Columbia. The following provisions shall apply to taxes imposed by any other governmental authority.

(a) If any tax is imposed on the property or the title thereof, Grantor shall pay the tax. (b) If any tax is imposed on the property or the title thereof, Grantor shall defend the Grantee against the tax and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

(c) If any tax is imposed on the property or the title thereof, Grantor shall defend the Grantee against the tax and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

(d) If any tax is imposed on the property or the title thereof, Grantor shall defend the Grantee against the tax and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

(e) If any tax is imposed on the property or the title thereof, Grantor shall defend the Grantee against the tax and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

SECURITY AGREEMENT; FINANCING STATEMENT. The following provisions relating to the security agreement and financing statement shall apply to the property described in the Schedule of Assets and Liabilities attached hereto and to the proceeds of any sale or other disposition of the property and to the title thereof.

The security agreement and financing statement shall be subject to the provisions of this section. The security agreement and financing statement shall be filed in the public records of the District of Columbia.

The security agreement and financing statement shall be subject to the provisions of this section. The security agreement and financing statement shall be filed in the public records of the District of Columbia.

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FURTHER ASSURANCES AT GRANTOR'S EXPENSE. The following provisions relating to further assurances shall apply to the property described in the Schedule of Assets and Liabilities attached hereto and to the proceeds of any sale or other disposition of the property and to the title thereof.

Grantor shall execute and deliver any and all instruments necessary to carry out the provisions of this instrument. Grantor shall defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

Grantor shall execute and deliver any and all instruments necessary to carry out the provisions of this instrument. Grantor shall defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

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FULL PERFORMANCE. If Grantor pays the obligations of the Grantee when due and observed, Grantor shall be deemed to have performed its obligations under this instrument. Grantor shall defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

Grantor shall defend the Grantee against any action or proceeding brought by a third party claiming an interest in the property or the title thereof, and shall indemnify the Grantee for any loss or expense incurred by the Grantee in connection with the defense of title.

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11/1/88

Immediately institutes steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWER AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

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immediately initiate steps subject to the terms and conditions and limitations contained in the attached schedule to the Loan Agreement.

Rescission. Any written rescission or termination of the Loan Agreement shall be subject to the terms and conditions and limitations contained in the attached schedule to the Loan Agreement.

Insolvency. The insolvency of either party shall constitute a default under the Loan Agreement. The insolvency of either party shall constitute a default under the Loan Agreement. The insolvency of either party shall constitute a default under the Loan Agreement.

Force Majeure. The Force Majeure clause shall apply to the Loan Agreement. The Force Majeure clause shall apply to the Loan Agreement. The Force Majeure clause shall apply to the Loan Agreement.

Assignment. The Loan Agreement shall be assignable by either party. The Loan Agreement shall be assignable by either party. The Loan Agreement shall be assignable by either party.

Entire Agreement. This Loan Agreement constitutes the entire agreement between the parties. This Loan Agreement constitutes the entire agreement between the parties. This Loan Agreement constitutes the entire agreement between the parties.

Insolvency. Lender shall have the right to appoint a receiver over the assets of the Borrower. Lender shall have the right to appoint a receiver over the assets of the Borrower.

RIGHTS AND REMEDIES ON DEFAULT. Lender shall have the right to exercise its remedies upon the occurrence of a default under the Loan Agreement. Lender shall have the right to exercise its remedies upon the occurrence of a default under the Loan Agreement.

Accelerated Maturity. Upon the occurrence of a default under the Loan Agreement, the maturity of the Loan shall be accelerated. Upon the occurrence of a default under the Loan Agreement, the maturity of the Loan shall be accelerated.

Force Majeure. The Force Majeure clause shall apply to the Loan Agreement. The Force Majeure clause shall apply to the Loan Agreement. The Force Majeure clause shall apply to the Loan Agreement.

UCC Remedies. Lender shall have the right to exercise its remedies under the Uniform Commercial Code. Lender shall have the right to exercise its remedies under the Uniform Commercial Code.

Collection. Lender shall have the right to collect the amount due under the Loan Agreement. Lender shall have the right to collect the amount due under the Loan Agreement. Lender shall have the right to collect the amount due under the Loan Agreement.

Appointment of Receiver. Lender shall have the right to appoint a receiver over the assets of the Borrower. Lender shall have the right to appoint a receiver over the assets of the Borrower.

Remedy at Law. Lender shall have the right to sue the Borrower for the amount due under the Loan Agreement. Lender shall have the right to sue the Borrower for the amount due under the Loan Agreement.

Other Remedies. Lender shall have the right to exercise its remedies under the Loan Agreement. Lender shall have the right to exercise its remedies under the Loan Agreement.

Notice of Sale. Lender shall have the right to sell the collateral under the Loan Agreement. Lender shall have the right to sell the collateral under the Loan Agreement.

Sale of the Property. Lender shall have the right to sell the collateral under the Loan Agreement. Lender shall have the right to sell the collateral under the Loan Agreement.

Waiver of Recourse. Lender shall have the right to waive its recourse under the Loan Agreement. Lender shall have the right to waive its recourse under the Loan Agreement.

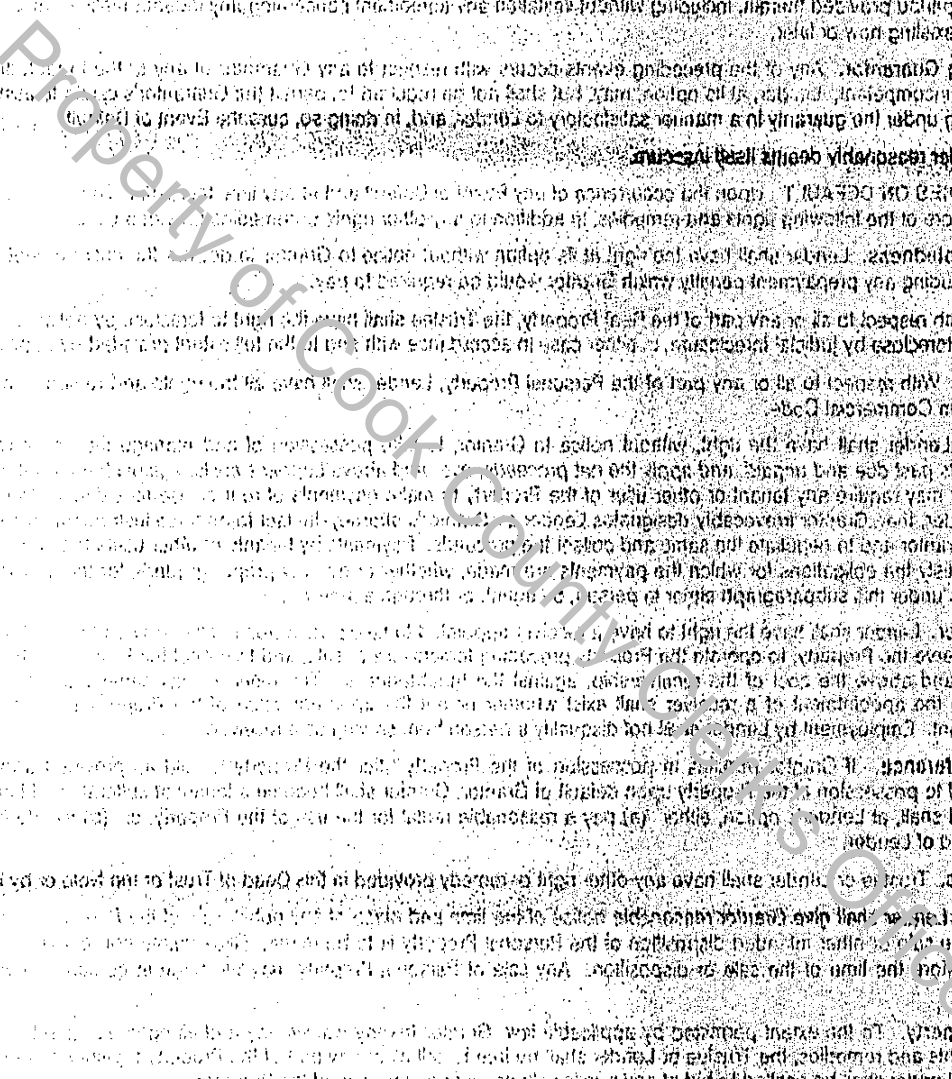
Attorney's Fees. Lender shall be entitled to recover its attorney's fees under the Loan Agreement. Lender shall be entitled to recover its attorney's fees under the Loan Agreement.

Assignment. The Loan Agreement shall be assignable by either party. The Loan Agreement shall be assignable by either party. The Loan Agreement shall be assignable by either party.

Right of First Refusal. Lender shall have the right of first refusal under the Loan Agreement. Lender shall have the right of first refusal under the Loan Agreement.

POWER AND OBLIGATIONS OF THE PARTIES. The parties to this Loan Agreement shall be bound by the terms and conditions hereof. The parties to this Loan Agreement shall be bound by the terms and conditions hereof.

09-28-1988



Power of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable state law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Cook County, Illinois. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor; the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the top of the first page of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Deed of Trust. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure of Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment of this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Illinois. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

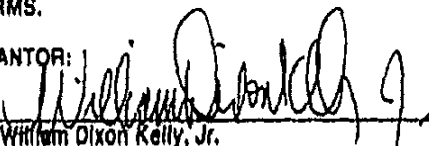
Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Deed of Trust.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 
William Dixon Kelly, Jr.

88474531

Power of Trustee. In addition to all powers of Trustee set forth in this instrument, the Trustee shall have the right to exercise all powers of Trustee set forth in the Trust Agreement and to execute and deliver all instruments necessary to carry out the purposes of the Trust.

Options to Notify. This instrument shall be subject to the right of the Trustee to exercise any option to purchase or sell any property owned by the Trust.

Trustee. The Trustee shall have all the powers and authority of a Trustee under the Trust Agreement and shall exercise the same in the best interests of the Trust.

Successor Trustee. In the event of the death, resignation or removal of the Trustee, the Trustee shall have the right to designate a successor Trustee to exercise the powers and authority of the Trustee under the Trust Agreement.

NOTICE TO GRANTEE AND OTHER PARTIES. Any notice required to be given to the Trustee under this instrument shall be given to the Trustee at the address set forth in the Trust Agreement.

ASSOCIATION OF UNIT OWNERS. The following provisions shall apply to the Trust property and the Trust Agreement:

Power of Attorney. The Trustee shall have the right to execute and deliver all instruments necessary to carry out the purposes of the Trust.

Insurance. The Trustee shall have the right to purchase and maintain insurance on the Trust property.

Default. Failure to comply with any of the provisions of this instrument shall constitute a default under the Trust Agreement.

MISCELLANEOUS PROVISIONS. The following provisions shall apply to the Trust property and the Trust Agreement:

Amendments. This instrument may be amended or modified by the Trustee at any time.

Applicable Law. This instrument shall be governed by the law of the State of Texas.

Caption Headings. The caption headings of this instrument shall not constitute part of the instrument.

Severability. If any provision of this instrument is held to be invalid, the remaining provisions shall remain in effect.

Successors and Assigns. This instrument shall bind the Trustee and its successors and assigns.

Waiver of Homestead Exemption. The Trustee hereby waives all rights of homestead exemption in the Trust property.

EACH GRANTEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST AND UNDERSTANDING THE SAME TO BE

GRANTEE: [Signature]

02-28-1988

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) 88
COUNTY OF DU PAGE)

On this day before me, the undersigned Notary Public, personally appeared William Dixon Kelly, Jr., to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this (9) 9. 28. 88 day of SEPTEMBER, 1988.

By WILLIAM DIXON KELLY JR Residing at 505 N LAKE SHORE DR CHICAGO ILL

Notary Public In and for the State of ILLINOIS My commission expires 7-29-89
Marvin E. Kolvetz

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: _____

Date: _____ Beneficiary: _____
By: _____
Its: _____

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

88474531

UNOFFICIAL COPY

09-28-1988
Loan No

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this day I have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I have signed the same freely and voluntarily and without any fraud, duress, coercion, or undue influence and without any mistake or defect in my mind.

Given under my hand and official seal this _____ day of _____ 1988.

BY _____
Notary Public in and for the State of _____
My commission expires _____

REQUEST FOR FULL PERFORMANCE

To: _____
The undersigned is the holder of the above described instrument and has the honor to request that you cause the same to be fully performed. You are hereby requested to pay the amount of the instrument to the holder or to the order of the holder as directed by the instrument. If you are unable to do so, please advise the holder of the instrument in writing.

Respectfully,

By _____

9911231

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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LEGAL DESCRIPTION

Parcel 1:

Unit 5811, in Lake Point Tower Condominium, as delineated on a survey of the following described real estate:

A part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document No. 88309162, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 for the purposes of structural support, ingress and egress, and utility services as set forth in Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 7, 1988 and known as Trust Number 1043-99-09, dated July 13, 1988 and recorded July 14, 1988 as Document 88309160.

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

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

PIN: 17-10-214-005

505 North Lake Shore Drive
Chicago, Illinois 60611

88474531

B of

1025

10/25/88

UNOFFICIAL COPY

LEGAL DESCRIPTION

Parcel 1:

81

A part of Lot 7 in Chicago Hook and Canal Company's Third Park Addition in Section 10, Township 33 North, Range 12 East of the Third Principal Meridian, which survey is referred to in Exhibit A to the Declaration of Condominium recorded as Document No. 8839160, together with the undivided general interest in the common elements in Cook County, Illinois, Unit 511, in Lake Point Tower Condominium, as delineated on a survey of the following described real estate:

Parcel 2:

Essentials for the benefit of Parcel 1 for the purpose of structural support, ingress and egress, and utility services, as set forth in Declaration of Condominium recorded as Restriction and Assessments made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 7, 1988 and known as Trust Number 1033-88-01, dated July 13, 1988 and recorded July 14, 1988 as Document 8839160.

Mortgage also hereby given to the mortgagee, 40902 # B * -88-474531
 DEPT-01 RECORDING TRN 1756 10/14/88 13:09:00 \$18.00
 to the above-described real estate, the rights and interests for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and servitudes contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

FIN: 11-10-214-002

505 North Lake Shore Drive
Chicago, Illinois 60611

88474531

20141031 B of 452
+ KIDY NELSON