WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

William Dixon Kelly, Jr. 505 North Lake Share Drive Unit 5811 Chicago, IL 50511 88474531

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 Keily, Jr., my name only, whose address is 505 North Lake Shore Drive Unit 5811, Chicago, IL 60611 (referred to below as "Granjor"); The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, II. 62607 (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 60607The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, Illinois 50607The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, Illinois 50607The Mid-City Plaza, Chicago, Illinois 5060

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lander 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 impation rights); and all other rights, royalities, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinots (the "Real Property"):

See legal description attached hereto and madu part hereof.

The Real Property or its address is commonly known (\$ £05 North Lake Shore Drive Unit 5811, Chicago, IL 80611. The Real Property tex 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 Cords sourily 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 Doed of Trust.

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

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

Improvements. The word "Improvements" means and includes without limitation all oxiging and future improvements, fixtures, buildings, 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.

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 anoths of \$35,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the note or crod, agreement. The currently scheduled final payment of principal and interest on the Note will be due on or before January 4, 1989. NOTICE VO CRANTOR: 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 Granlor, 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. Granlor agrees that its possession and use of the Property shall be governed by the following provisions:

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago Two Mid-City Plaza Chicago, K. Sobdy

SEND TAX NOTICES TO:

William Dixon Kelly, Jr. 502 North Lhey Brone Drive Unit 5611 Chicago U. 60414

16317188

SHACE AROVE THE EMET IS FOR RECOMPLIES USE ONLY

DEED OF IRUST

This deed of this; is hated defined as, local ascard willow this, we have only when ever is one had land safe drive drive difference in the hadren in the end of this of this of this of the safe of the end of this o

CONVEYANCE AND GRANT. The supplemental control of the control of the least to be a supplementable of the manufacture of the control of the manufacture of the manufacture of the manufacture of the manufacture of the control of the manufacture of the control of t

Son ingel description attroped hereto and made part herebt

The Past Property with address is commonly hypown as \$25 North Late Shore Circ. Unit Shin. Certain, L. Certain, Bulleting the 17-10-214-005.

Grands presently assigns to Conton (also known, as Donatoday in the Geor of the out of Country right, the last the conton of the country in the conton of the country in addition, Grands Legisland Country Country (See that the fact out to Place to the country of the country of

DEFINITIONS. The lodowing words stuff have the tollowing searches who proof a factor from

Ronoffeling. The vicial Branchary annual flow Alberts Alberts Christian of Libergo II. Leaves to the Cooker of the

Doed of Yourd. The words "Beat of Trist mede had been in Fred and a source court, and towns a transfer of the source of the so

Condide. The world Grands: moins my and all prisons destablishes exception there of four evaluation is

Improvements. The vised improvements messy and hedgles whood a reader of central cell today.

Successes, mobile bourses whised booth, "All Messylv, hedgles, adolescent and signler control of the contro

fitteblednesk. The vigid Vigid Seless field by Eucliph and Immed pay the latter in the and the selection of the Canded Info.

Landed to dischalge chipations of transfer be exampled by Frustee or Lander to extreme the first transfer of the Canded Selection with interest set procedure se procedure from the Canded Selection of the Canded Selec

Landure The word " * " o - more tha Mid-City Hallond Bank of Chlosen has allocated in assume

Note: The Wind "U. to "Filends the note or ough normality early september has to the energy of the e

Personal Property. The year's "Resisting Property" mean ab biggenal totales.

or heritalist afficialed or effect to the Final Property Legister who all telescents is a final property, and together with all processes (processes the final land or other disportant of mic Property.

sale or other disportant of mic Property.

Property. Thu world French to examp collections the Real Property and the Secretary transfer.

That Francis I and the state of the control of the

Helated Cocuments. The words Tolated Deciment, mean and extend between britishing a process of the comments occuments occuments made occuments occ

Henle, The word Henle' greath all really, townsides of come, seees, and providing their the engine.

Trusten. The word Truston mends Usedhid-Chyriodenal frenk of the mayor see sees to be to be

THIS DEED OF TRUST, NOTONIA THE ASSIGNMENT OF BRATES AND THE RECENTLY REPORTED OF THE SECOND OF THE SECOND OF THE SECOND OF THE MARKET PARTY OF THE AREA OF THE MARKET PARTY OF THE AREA OF THE MARKET PARTY OF THE AREA OF THIS OF THE AREA OF THE AR

PAYMENT AND PERIODMATICAL Section is edipowise proceed on the control of the cont

Podsession and maintenance of the property. Generally compared the compared to the compared the compared to th

09-28-1988 Loan No

UNOFFICIAL COPY (Continued) 7 4 5 3

Possession and Use. Until the occurrence of an Event of Default, Granfor 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. Granter shall maintain the Property in tenantable 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 fien 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. Socilon 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.

Nulsance, 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 happroximents 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 P operty for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly compty with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occurancy of the Property. Grantor may contest in good faith any such taw, 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 archeit 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 a ldf-on to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and present it is Property.

OUE ON SALE - 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 an, 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, or right of the deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial impost 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 II exercise is prohibited by federal law or by illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and ilens on the Property era 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 at the lines for work done on or for services rendered or material turnished to the Property. Grantor shall maintain the Property free of all liens having provide for the lien of taxes and assessments not due except as otherwise provide for this Dead of Trust.

Evidence of Payment. Grantor shall upon demand turnish 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 Direct 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 layor of Lender. Policies shall be written in form, amount coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, up in request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including slipulations 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 Granter talls 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 Granter'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 Granter. 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.

8801-69-20 Loan No

JNOFFICIAL COPY

Fossionaliza and Use. Uplic the occurrence of an invent of Distance may face can be expected and expected the contract of the and manage the Properly, and 10) corect the Hank from the Froperty.

\$ 332.5

"

the same

Dely lo Manning Gazio sinii readine ili Probay la tenanticia concilian not economy recono de cono de O VIII VIII ग्रह्मान्य हो। क्रम्बद्धात

Hazardada Salberances. Grains temperants and warrants limit to Proposity open to: See a set to see a propositi 1-2-1-19-10 remains a neo on the Pichody, usua the hopping the manufaction, strago treamont, the earlies with the termination 6.5 1.5 e 16 e 3, 1, suprierco, as Tross being defined in the Companions Engineering and Engineer Companion and the continues of the The control of the co P. C. L. A. L. J. arisplied becaused to any of the tyredoing. Branish authorizes bender not in appet to once as 59.00 and nots as Londar may down uppring as a localization countries at the Property and the property the first territorial accommendation of the comment of the comment of the state of the state of the comment of other person. Grandy with the received their person research according to the contract and Sept. 34 W. . . pinagraph of the David in Taxit. This pregular to indelently shall survive the or meet of the telescence

Nulsance, Wante Carolor stuff and cheat, conduct of perpal any my and not country, which ere see the You was a with the second nodlan India of the Property Society and Indiana Indiana, Charles on act conserve, or events of the conserver appearing the second of ningania (includia) of und apay soft procedure andicals windu include name consequence and

Homoval of improvemental Grander shall not demolish or romova any transcoverage at the Birst Brander at the constant Emider. As a condition to the ractional of any Improvements, Legider may toucker to make econgenies, as stational to testing the managements of the control value. such improvements with improvements obatsuadaequal value

conferio Algori to Calter. Londor and ily agents and parms or being the province for the first for the state of the pandars of Grantors comments and the first of the pandars of Grantors comments and the first of the pandars of Grantors comments and the first of the pandars of Grantors comments and the first of the pandars of Grantors comments and the first of the f Confere Appli to Enter. Lander and the agents and association continue on second of the Lead of

Compliance with Sovernmental Requirements, Oranter that properly catery with these sections of a section of authorities applicable to be a set of the best of the catery o withhold compliance and the asymptotosed by the interest and the second of the contract of the second of the secon so long as Londoc's intercals in the Property are not sectioned. Lecture may not see expose that the transfer and proceedings to the transfer and the property are not seen to be a considered to the proceedings and the property are not seen to be a considered to the process of reasonably saliclockery to Landar, to protect bondar's Informat.

Duly to Product. Granist soull do all other well, it helitian to these acts hall entry to Product. Granists to the soull do all of the soull be accounted to the soull be accounted to 581 15 HO 687 Properly are masonably podessory to protoclying proservo that the county.

DUE ON SACE - CONSENT BY LENDER LUMBER Gray all list appeal, declared more of the antique of the consent of the isosted central the consussico of itsi original in any right, tillust or plant it thereof, which is equilibrium of the consustance of itsi whelbai by outight sala; if sollerest sala contact; tand contact contact to be contact, by outbase option generally of by subject in the property of any one feed to each even to severally and a californic ing Mengelong and Appendix and blind melhod of conveyings of that propelly liferedly thany dearns on exercises on exchanged the conveying the More than woody-live coreant 195% of the wided glock or by the money of the conveying t exclused by Lander if exercise is probabling by reflored by the constant

TAXES AND LIENS: The Idiloving movisions localing to be "trues and least to the theory to be a percent three than the Truet

Payment Citarior shall pay young due before they propage assessment be an extreme to the The gradule of the first again in trasotari, i in 1997 e 🗥 control of the contro malerial turbibility for the flamenty school by all marken his beyoners been at the colour process and an enter-Sapraga harmed the construction of the Daid at Luciya com as the less and associaments that use a second as the company of the transfer of the company of the com

ngle etherbee, or not the later of the first of the frequency of the state of the s Exproprist governments affect to believe to gooder at any fine a willow stars tent of the stars are recommended and the stars of the stars tent of the stars

PROPERTY DAMAGE HUNDE AND TO The fallowing previous estating to resource the Property with the tot of the United

Maintenance of mouse, us. Granice shall outself and was him of me of his include the replaced to the control of the contr and the control of the control of the state of the state of the control of the co iensanably art. of the latterder and issued by a parocay or borgar to the control of the following the following deficient for the formula the policities of the confidence of their cases for the course of the confidence of the confid nal na anachilea dr dimheshaa wiltani al leasthan (10) days poer collecto. Se a resource

Appileation of Progreds. Circlin Shall promptly colfy Lender of an area of the type 植れたちょう したり in it do so will include the design be fire consistent of not consistent with the result of the consistency Bus characters. and the case have not received the great of references and you to thought standard out to noticities and of arabe table that at very data than the apply the impossible to problem and repair Grunter southerness or each example in the control of the problem of $p_{\alpha}(\mathcal{O}_{\alpha}^{(n)}(t), \mathcal{O}_{\alpha}^{(n)}(t)) = 0$ Landed Londet shall court authorizing proof of their supercours has an enterior an Granter on a room of direction towns access the control of the Deer of Treat Ary a control of the cont 10.50 1 and which cooled has not controlled to the report or processes of the Process and our control Deed of Trust Well being any occupied interest and the consistent is dry, that he applied to the properties and the contract first first specified and december of the second section of the laboration in the contract of the contract of

> Unexplied insurance of Salar Soly unresoluted insurance areas made in the their office as a section of the control of the Oracle Compared and restriction and the same half course has programmed in a constituent to at one to refer our to

EXPENDITURES BY LENDER of Linguist light in comply with any province of the close of their control of the acception would institutely after the receive the Property Leutine of the transfer and the contract to the contract to the **decrease** applicable to the first transfer and the problem in the additional field to the first of the contract of by Lender to the different form the fell constitution of both execution, of Lender's lecture, and the second of and the grant of the authorises the flag of the adopted and one promote and beginning and the artists of the state of the 1984 1985 1985 one of the control of The Dead of Englishing evolutional polyboard diffuse amounts. The arginist control is not the proof of the control and the effective of is modified to which Lender day be quited on expending the default, from the region of the ber Lendor, from any remedy that it pintery by Whillia was book 09-28-1988 Loan No

UNOFFICIATION (Continued)

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 lille 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 little 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.

Delense of Title. Subject to the exception in the paragraph above, Grantor warrants and will lorever delend 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 coursel 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 rotating 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 after payment of all reasonable costs, expenses, and ittorneys' tees necessarily paid or incurred by Grantor, Trustee, or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Granior shall promptly notify Lender in writing, and Granior shall promptly take such sleps as may be necestar 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 priceeding 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 it is ments 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 indobtedness 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 or 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 Noie; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by

Remedies. If any tax to which this section applies is a mailed 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) con est, it is tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security seminatory 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 properly, and Lender shall have all of the rights of a secured party under the Minois 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 Rents and Personal Properly. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, the executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incur ad 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 (securad carty) 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 period this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Londer, Grantor will make, execute and deliver, or will cause to be (2) made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, 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 destrable in order to effectuate, complitie, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the items 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 Londor in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection the matters referred to in this paragraph.

Attorney-in-Fact. Il Grantor falls 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, filling, recording, and doing all other things as may be necessary or desirable, in Landar'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 sullable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, it permitted by applicable law.

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

Detault on Indebtedness. Failure of Granfor 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 filling of or to effect discharge of any flen.

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 Granfor 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 Granfor, 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 after a [15] days.

WARRANTY, DEFENSE OF TITLE, The JULIUM OF DEMANDE RESIDED TO PROTECULAR PORTORS AND A TOTAL TO THE TOTAL PROTECULAR PROTE

Titha, Gainto, Wansels tout (1) Civillot holds good and injuriately little of moons to be properly and the second or the common form the second of the many of the injuries and the second of the many of the manufacture of the connection with the Doed of the land (b) Civil and (c) Ci

Dalense of Tilla Scipled to dividescoption in the purponalis above, continue to the first of the process to the avent and policy of processors to the continue of the processors to the processors of the continue of the cont

Compliance With Laws. Graing varied that its use of the Engels will at a class with each other than the controllers.

CONDEMNATION. The following provisions realizing to proceedings in concern than a carpart of the characteristic of

Application of Wel Progreets. If abor any self at the Bregerty is proceed to the control of the Progreets of the Arthur and Arthur and

Proceedings (Prince proceeding to continue to the Courter and concern to the continue of the c

Triposition de taxes de goverbuils fal altrophities. The estendit processes con

Tures Covered. The informing shall are difficult to regard that rection and the content of a property of the production of the product of the production of the product of

Remedless (Hany tax to which this hadion nichter) is senerally subsequent to the Hank Hand Tarid Tarid to the subsequent of the part of the content of the seneral part of the seneral par

SÉCURITY AGRÉMENT FINANCING STATEMENER. The Épiswing and Sama massag to the treet of that a contract this man in a contract of trust

Security Agreement. This instrument answership is society portions of the teaching at the frequency of the property of a contract of the contr

Security Interest Nooi request the Lendon Counter of the hour of all mones to the control of the counter of the

Addresses. The mailing address to "Ya Igrificable" and his mains no press of bracks tear to the transfer of the security buries branked by this based on Thi

FURTHER ASSURABCES AT 19. THEY ALT. The forceing or visions or the local and a contract of the contract of the

Further Anstronces

made: necouled to o year and is finely line; to him, speed request of Lender, creates and these to send the content of th

Altomay-in-First. It Garater his to do day of the hidge released to be the green, and all Orapide Antonias Control of Garater hidge and the property in control of Garater and all Orapide Antonias and the making, executing, defecting, thing recoiding, and reasonable thing to the making all of the property property of the thing property property.

FULL PERFORMANCE in Granton buys at the registronies when dur and otherwise pode my child suctains.

Owod of Trust and the Alpha Condenstable Fraction and deliver to Trustable at equal for this excess. The analysis and deliver to Trustable abligations of the second of the production of the condenstable abligations of the condenstable abligations of the condenstable abligations of the condenstable to the

DEFAILT: Each of the following shall concentrate as Event of Default unity, the Dead of the

Default on indebtasingss. Easing of Conflor Labors are payment when the on the inection of

Cetable on Other Payments. This in all Gladler will be time paying by the Nord of Foot is an arrived on the contract of the any all of the payments. The paying the behalf of the flowing the payment for the paying of the place of the paying the paying of the paying the paying the payment of the paying the

Complance Default: Fullion to Comps With any other lend of Educan.

of the Register Desugations it along a Comptant of the Company of the Register Desugation of the State of the Company of the Comptany of t

immediately initiales 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 behalt of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, talse in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the banefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or fermination 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 is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, etc. Commencement of toreclosure, 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 surely bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Granter under the terms of any other agreement between Granter and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Granter 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 incrempetent. 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 Lander, and, in doing so, cure the Event of Default.

insecurity. Lender reasonably does 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 lights 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 Granfor to declare the entire indebtedness immediately due and payable, including any prepayment principly which Granfor would be required to pay.

Foreclosure. With respect to all or any part of the Peal 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 thr. 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. 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 Projecty to make payments of rent or use less directly to Lender. If the Rents are collected by Lender, then Grantor knewcoably designates Lender as Crantor's alterney-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 it 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 of 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 relever may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appearant 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 Sufference. If Grantor remains in possession of the Property after the Property is said as provided above or Lender otherwise becomes shilled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufference 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 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. Lander shall give Grantor reasonable notice of the time and place of any public sale of the Perconal 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 make notice given at least len (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 Reaf Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby walves any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be tree 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.

Walver; 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 effect failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expanses. If Lender institutes any sult 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 that 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' lees whether or not there is a lawsuit, including attorneys' lees 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 tees, little 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.

8847453

homodialely initiation steps without the fulling and monation contents and countries of a terror to the content of produced something produced to the content of the countries of the content of the cont

Breaches, Any wargang regression of statument made or trainined to consist or our local of General terms. The Manie Related Documents of a stitut time but on furnished was, taken in any material content.

Insolvency. The Insolvency of English appointment of a receiver the conjugate of a conjugate of the conjugate of a second of any present of a

Fraeclosure, etc. Commincement of forschriftig which so by patiently proceeding, self-bale, at the self-bale of the Procesty However, this public chan beginned any of the Procesty However, this public character, in a creation of the claim which is the character in the character of the character is the character in the character of the character is the character of the character

Breach of Other Agreement. Any breach by Grafter finds: the hards of any other agreement by whiten any green and provide the result in the contract the contract the result of the result in the contract the contract the result in the contract the contra

Évants Afecting Guaraviss. Day of the preceding expris accurs with maneral to any farament of any of the faction of the preceding supported the control of the proceding supported to the control of th

Insecurity. Lander reasonably doors used insecurity.

PICKTS AND REMEDIED ON DEPART ("Vidon had occurrence of provide to the country to the country of the country of

Forectosure, Wab aspect to all a servicant of the field bocouty, the friction shall be used to be used to the course of the course of the boll to tompless by judicial fried than to be the course of the course of

UCC Remedias. Vidit desoget to all of any port at the Personal Prepart, Landa en a navo at tour at and ordered to a the production Commercial Code.

Collect Rents. Londing that the apt, when notes to Crance. The process of all manage to the confidence in the application of the application of the net parameter. The application is a second of the application of the appli

Appoint Finential Constitute that inablish inablish being a second state of the constitute of the property of the frequency of the frequency of the constitute of the constitu

Tunancy at Suffarency of Charles on the ingermassion of the Proceedy that the terror of the control of the Procession of the Control of the Cont

Other Remedies. Train is excended and all have any other regular converted in this Court at Trust or not belong as taken

Kallea of Sale, if an ac half give (Vanite Introduction in the later and also the collection of the collection of the following the following the collection of the following following the following the following the following of the case of the collection of the case of the collection of the case of the collection of

Sain of the Property. To the exam property applicable for the recent was a considered to the property and the examples the transfer and the first the recent to the consideration of the recent that the recent that the saint the saint the consideration of the con

Walver Epicifica of Renealth. A waited by any party of a nearth of the party in the control of the party of a nearth of the party of the control of the party of the control of the party of the control of the control

Allorings Tuest Philaders II Ligited Ecolifications and a class to make a new to the recover med som as the could need miscles measonal less enforces à la collection and a many and all massachterspanne bedand by Lindy which in Leading covers on a cover embronmant of its lightly shall become a part of the Indeptendence of the control 5 248 6 5 6 6 sal (for units t quita a mointe a leas ver les contre parte monte de la la contre de la contre del s gara i l Vecate any automatic stay of imperiulteds, appeare and ony autological comments when the 1, 4 illo Apolia (hetischo) telestische jepental, ausgeste jagera, aceste i sei, die einzum mit her lei applicuse law Giantal aberbal pay and beliebele, in applice heit des sieses in die be El Partiero Contra She don't applicated laws. Stanton also well and secure four footiers to the color of the color of the colors in the colors. First, Lendocropall by reduced in recording transfer bender after each from a second or bender to be presults such la eclosure.

Handis at You had. Treated their have given by a copy with the copy of the copy of

09-28-1988 Loan No

UNOFFICIAL COPY (Continued) 7 4 5 3

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 filling 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 sat forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sate, 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 lime to filme 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 it willing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mall 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 inclination 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 malter 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 curried 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 of 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 end such property has been submitted to unit ownership, any failure of Grantor to perform any of the obligations imposed on Grantor by the least 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 Doed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Feed 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 site." De 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 taws 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 unenforcer of 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. It ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deat 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: | John Dan Ch

09–28–1988 Loan No

UNOFFICIAL COPY

Contraction of the second

With the second

Power of Trades, in addition to all petrois of Trades and rendered love, in the half to be a contract of the contract of the region of the reg

Obligations to Notify Tribion and notice dispositor in notificary store particles to the first and the first a or proceeding in Which Brondon Linear, of Tribiochal he a party, indeed to before a consequence of the first

Trustee. Taisbie shilt most all qualifications inquired for Trustee annos registrary and tasts. It was not be to any special of the Property the Trustee and any of the description of the second to t

Successor Trustee Landon, at Landon's entire, may from time appears a successor Trustee Landon at Sunniversity and actions of the control of

HOTICES TO CHANTON AND OTHER PARTIES, Any galed under this Case of the content of

ASSOCIATION OF EINST DANNESS. The laboring providing shelf the Feel Property has been a conservation of conservations of his first Property.

Power of Allorney "Cranter grants an inercent to power of stability to Londer to the relation of the stability of the stabili

Insurance. This insurance as required above that the dated by the association of an expension of the associated by the association of the associat

Default. Tailud of Granion is reatorn any of the objections inposin on Granic by fire non-violation of the association of the default of the construction of the default of the construction of the default of the defau

MISCELLANEOUS PROVISIONS: The following wife toppose graduates as a carrier limitated of train

Amendments. This bead of Treat regalites an aby Released Documents, excellent the entry and expertes; as the contract the line malant set for the malant set for the line to the line of the line of

Applicable Law. This find of Truit has been pelifying to english accepted by London in the Calle of the Constitution of Constitution of Alberta with the laws of the State of Receiption.

Capiton Headings. Ca shot madings in this bood of Pasitical for consumer, pareases only and not not no eased to integral or define that providing a contract of this one of the other consumers.

Mergers Than you're an americal the independent of sold to the Color of the Color o

Saverabilly. It a court of converted jaradice from the second of the sec

Successors and Assigna Suspinal in the lighthroph states in 166 Juni or and action of the control of the following successors and action. If the properties the particle of th

Time le at the Essange. Time is of the estence of the estence of the Cook of first

Walver of Homeslead Examplion, Cranfor hareby examps and marks and covered that exercises the contract of the chart to a finite in the chart of the

EACH GRAYTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF THUST, ARE EXCULURABLE AUBERS 19 HS. THINKS

GRANTIM:

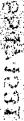
INDIVIDUAL ACKNOWLEDGMENT

STATE OF	TLK INOIS)			
COUNTY OF	DYPAGE) 88 i			
and who executed the De	ed of Trust, and acknowleds n mantioned.	ged that he or she si	red William Dixon Kelly, Jr., gned the Deed of Trust as his ay of	or her free and volu	inlary act and deed, for the
By WILLIAM D	HON BELLY JA		Residing at 505 4	LAKE SHORE	DIT CHICAGO I
Notary Public In and for	the State of FLAIN	013	My commission expires	7.29-	89 400
fully paid and satisfied. Yoursel the Note secured to	gal owns and holder of all ou are hereby directed, upon this Deed of Tust (which	used only when oblights, Truslee indebledness secure in payment to you ure in secured to you use the delivered to you use the secured to you.	LL RECONVEYANCE pallons have been paid in full) In this Deed of Trust. All sinder the terms of this Deed of Trust. Consider with this Deed of Trust.	ums secured by this Trust or pursuant to 1st), and to recover	a Deeti of Trust have been any applicable statute, to
Documents to:	terms of this Deco of Trust,	FILE BRIBLE NOW LIBIO	by you under this Deed of Tru	SI' LIOCOG HIGH MAI	
Oale:		Co	By:		
BE I) PRO ((iii) Ver. 3.04 (g) 1986 (CFI (Sankers Service Group, Inc. /	Kiffghia rever	Olyna Clay	T'S 0/3/2	88474531

09-28-1588 Loen No

UNOFFICIAL COPY

•	OWLEDGMENT	IDIVIEIUAL ACKNI	∦	
tana a ta			A COLUMN A	STATE OF
		eal		
			10 1 K C C	COUNTY OF
nt Snegate ir isilis 19. 97. Train var nasara nasaras 19. 19.	Alli dan ilbega Kally, ir a ta era konsse to La Lag. 1831 Doard of Fran ce had an time folouget colorest	oovoo multa or eta este eta v	rə, ine undonigand indiay in re Dood of Lunt and adeinwi	ે દાંગ માલ્ક ઉગ્રુપ પાતાબના ૧ - વેનર્સ અમાર્લ્ડ સ્થાપાલના ઉ
		A Charles Services	herein utentiched,	lans and perposes t
	Commence of the second second	o vid	nd and official seal this 🚉	Given vouse, my na
	of the second the second to guilden	rei		BY LIKELELS
	commentant express		d for the State of	
	The state of the s	a 12 Sept of physics with the party of the		
		RECUEST FOR FULL I be used only behave being		
	1、茯苓(1) / 食物) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	A MIRUT		io T
Asily Burg.	Control of the Control of the State of the S			or beingewood and
and the first of the parties	The first of the control of the cont			
na ang Palatan. Ng paggarang ang palatan sa	क्षेत्रका स्वरंति स्वरंति विकास होते हैं। यह तिरंति स्वरंति होते हैं। सम्बन्धित स्वरंतिक किन्तु स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वरंतिक स्वर	4 Au pret-Mark Biggs eur Asi Jea, 1936 ou paraisich er abid	w, the tents of the Dept of Tru	parting department of
	and the second s	erre en estado en Caraman Maria de Mesas de la compansión de la compansión de la compansión de la compansión de		i ol airempadi
enga pagamanan menanggalah dari dari dari dari dari dari dari dari	क्षेत्र विकास के विकास के किया है कि किया किया किया किया किया किया किया क		والمساور والمراوع والمساورة والمساورة والمساورة والمراوع والمراوع والمراوع والمساورة	naîs:
्री । १५ । स्रोति र प्रदेश भव स्रोतिकासम्बद्धः स्ट्री (स्रोति ।				
a produce a service de la comoción d La comoción de la co	and the state of the special property and the state of th			
dayan ayar varan sa asa asa a	 १८०० वर्षात्र पर्वतः अस्तिककार्यस्थे अस्तुनीय स्थापकार्यः स्थापनित्रः विकेत विकेत्रे क्षेत्रः 	A Altique la taste est	Construction of the second construction of the	negative management
and the second s				



3 8 4 7 4 5 3 1

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, incress 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 hereix.

PIN: 17-10-214-005

505 North Lake Shore Drive Chicago, Illinois 60611

88474531

MOTTUINGER LADEL

Parcel 1:

Unit Sail, in Lake Foint Toyer Condominium, as do the contact of a survey of the following described real espace: χ

A part of lot 7 in Chicago Dook and Cendl Company of Dork Addition in Saction 10, Tempohip 39 North, Company of the Third Principal Meridian, which survey Exhibit A to the Declaration of Condeminter second 2000 and 2000

Farcel 2:

Easements for the benefit of Terms) I for the purposes of structural support, ingrides and egress, and utility some cases set forth in Declaration of Government conditions. Restrictions and Easements made by American National Box and Trust Company of Chicago, as Trustes under Truct Agreement dated Jenuary 7; 1988 and bucun se trust import 10x1-8-30 dated July 13, 1988 and recorded July 14, 1988 as Document 48309160.

Mortdagor also nermby grants to the mortjacke, \$000k COUNTY RECORDER AND ACCURATION AND ACCURATE TO THE MORT AND ACCURATE AND ACCURATE AND ACCURATE TO THE ACCURATE ACCURATE

This mortgage is subject to all rights, essendits conditions, conditions, restrictions and secretions contained in any Declaration store as though the provisions of each Declaration store recited and stopulated at ion to

PIN: 1, -10-214-605

505 North Lake Shore Drivel Enicado, Illinois 60611

ESTATE BOY 452 WELLOW