

THIS INDENTURE, Made December 1 19 88 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to and hereinafter to be published as Trust Agreement dated December 12, 1986 and known as trust number 111859 herein referred to as "First Party" and "The First Commercial Bank of Chicago"

This is a Junior Mortgage 880502063
UNOFFICIAL COPY

an Illinois corporation herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF \$*200,000.00

*Two Hundred Thousand and xx/100
made payable to ~~XXXXXX~~ The First Commercial Bank of Chicago and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of ~~XX~~ initial 13 1/2%**

as follows Interest only
on the 1st day of January 19 89 and Interest only
on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on ~~XXXXXXXXXXXXXXXXXXXXXXXX~~ Demand. *See Line of Credit Agreement

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of such installment unless paid when due shall bear interest at ~~XXXXXXXXXXXXXXXX~~ 16 1/2*** per annum, and all of said principal and interest being made payable at such banking house or trust company in

Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The First Commercial Bank of Chicago in said City.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns the following described Real Estate situate, lying and being in the City of Chicago

Cook County, AND STATE OF ILLINOIS, to wit: COUNTY OF:

Lots 1 and 2 (except that part lying West of a line 50 feet East of and parallel with the West line of Section 8) in Resubdivision of Block 4 in Kay's Addition to Chicago, being a Subdivision of the North West 1/4 of the North West 1/4 of the North West 1/4 and the South 1/2 of the North West 1/4 of the North West 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property address: 4801-03 S. Ashland Ave., Chicago, Illinois
PIN: 20-08-108-001-0000

**and then, 3% over the Prime Rate of Lender, as it exists from time to time.
***6% over the Prime rate of Lender, as it exists from time to time.

880502063

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

- IT IS FURTHER UNDERSTOOD AND AGREED THAT:
- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance, and before any penalty attaches all general taxes, and special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (7) pay in full under policies in the manner provided by statute, any tax or assessment which First Party may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
 - 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
 - 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
 - 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
 - 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.
 - 6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home, instead of not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or be usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

Box _____

TRUST DEED

LaSalle National Bank

Trustee
TO

The First Commercial Bank of Chicago

6945 N., Clark St.
Chicago, Illinois 60626

LaSalle National Bank

135 South La Salle Street
CHICAGO, ILLINOIS 60690

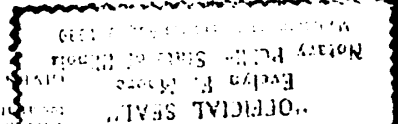
FORM 8045 AP (6-74)

890095-88-

DEPT-01 \$12.00
143333 TRAN 8634 12/06/88 14:30:00
1687 + C * -88-562668
COOK COUNTY RECORDER

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE NOT PUBLIC BY THIS TRUST DEED
BEING BEFORE THE FIRST PARTY NAMED
HEREIN (HEREIN THE FIRST DEED IS FILED FOR
RECORD)

Prepared by _____
Trustee



This document has been prepared in the within Trust Deed has been identified herewith under Identification No. _____

_____ day of _____ A.D. 19__
Notary Public

LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and
in and through its Assistant Secretary, hereby warrant that it possesses full power and authority to execute this instrument, and it is expressly under-
stood that the same shall not constitute an admission of any indebtedness or implied herein contained, all such
indebtedness and liability on said First Party or on said LaSalle National Bank personally to
the extent of any such indebtedness or liability shall be contained in and at the request of any person who shall, either before or after maturity thereof, produce
to the Trustee or its Assistant Secretary, a certificate of identification and a certificate of identification of the note and its proceeds, and a copy of the
note and its proceeds, and a copy of the instrument hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-

Assistant Secretary
Assistant Vice President
Assistant Secretary
Assistant Vice President

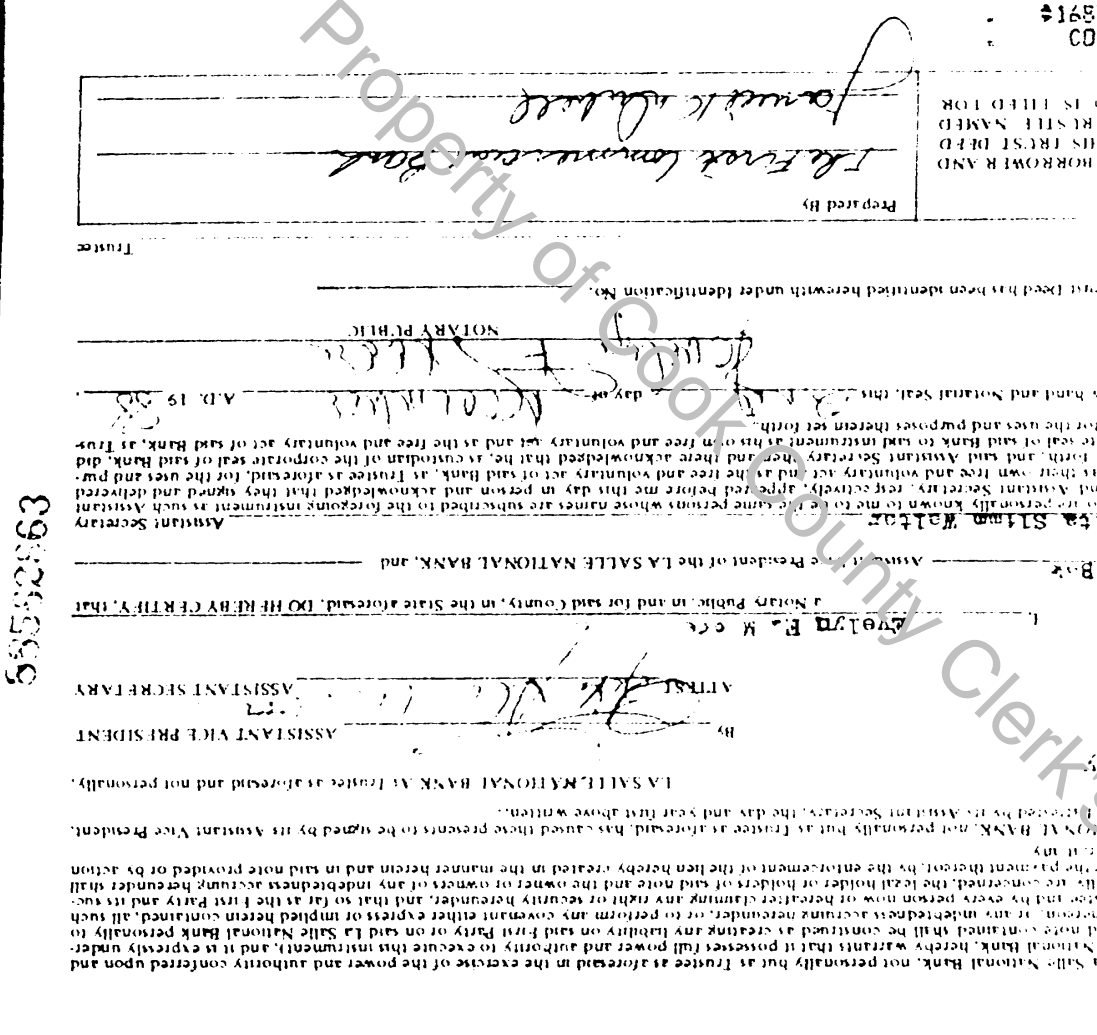
Gordina Box
Evelyn R. Moore
Assistant Secretary
Assistant Vice President

This document prepared by _____
LaSalle National Bank as Trustee as aforesaid and not personally.

THE FIRST PARTY, LaSalle National Bank, hereby warrant that it possesses full power and authority to execute this instrument, and it is expressly under-
stood that the same shall not constitute an admission of any indebtedness or implied herein contained, all such
indebtedness and liability on said First Party or on said LaSalle National Bank personally to
the extent of any such indebtedness or liability shall be contained in and at the request of any person who shall, either before or after maturity thereof, produce
to the Trustee or its Assistant Secretary, a certificate of identification and a certificate of identification of the note and its proceeds, and a copy of the
note and its proceeds, and a copy of the instrument hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-

11. First Party, for itself, beneficiaries of Trust No. 111859 and on behalf of each and every
person, except degree or judgement creditors of First Party in its representative capacity
and of said trust estate acquiring any interest or title to the premises subsequent to the
date hereof, hereby waives all rights of redemption under any degree of foreclosure under
this Trust Deed. First Party represents that it is authorized and empowered by said Trust Deed
ment or by the person having a power of direction over First Party to effectually make the
waiver contained in the preceding sentence.

1. Trustee has the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
2. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any
other instrument unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct
3. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust
Deed has been fully paid and Trustee in its event and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce
to the Trustee or its Assistant Secretary, a certificate of identification and a certificate of identification of the note and its proceeds, and a copy of the
note and its proceeds, and a copy of the instrument hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
be concerned, the legal holder of said note and the owner of any indebtedness accruing hereunder, and that so far as the First Party and its suc-
cessors, assigns, heirs, assigns, personal representatives, agents, attorneys-in-fact, or other persons acting for or on behalf of the First Party shall
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