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TRUST DEED

THIS INDENTURE made April 6, 1988 between FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank and in pursuance of a Trust Agreement dated January 11, 1988 and known as Trust Number 10034, hereinafter referred to as the "Mortgagor", does hereby Mortgage and ~~Warrant~~ CONVEY to CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, trustee of Chicago, Illinois, hereinafter referred to as the "Trustee", the following real estate, situated in the County of Cook in the State of Illinois, to wit:

That part of Lots 2, 3, 4, 5, 6 and 7 in Elijah Smith's Subdivision of Block 42 in Canal Trustee's Subdivision of the West 1/2 of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Northeast corner of said Lot 5 and running thence West along the North line thereof and of said Lot 2 (said North line being also the South line of an alley) to a point 100 feet East of the West line of said Lot 2; thence due South to a point 9 1/2 feet South of the South line of said Lot 2; thence Southeasterly on a line parallel with the West line of Lots 6 and 7 to a point 25 feet North of the South line of Lot 4, aforesaid; thence East on a line parallel with the North line of said Lots 2 and 5 to the West line of Cottage Grove Avenue, thence Northwesterly along the West line of Cottage Grove Avenue to point of beginning also that part of Block 42 in Canal Trustees' Subdivision above described described as follows: Commencing at the Southeast corner of said Block, thence West along the South line of said Block 150 feet; thence North 25 feet; thence East parallel with the South line of said Block to the West line of Cottage Grove Avenue; thence Southeasterly along the West line of said Avenue to the point of beginning also Lots 1 and 2 and the private alley lying West and adjoining said Lots 1 and 2 as shown on the Plat of long and others subdivision of Block or Sub-lot 51 recorded August 12, 1873 in Book 5 of Plats, Page 81 as Document Number 119995, in Canal Trustees' Subdivision above described in Cook County, Illinois also that part of Lot 3 in James Long and Others Subdivision of Block or Sub-lot 51 of Canal Trustees' Subdivision of the West 1/2 of Section

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27, Township 39 North, Range 14 East of the Third Principal Meridian, lying Northwesterly of a straight line drawn from a point in the West line of said Lot 3, 3 feet Northerly of the Southwesterly corner of said Lot 3 to a point in the Easterly line of said Lot 3, 5.6 feet Southeasterly of the Northeasterly corner of said Lot 3, in Cook County, Illinois.

Address of Property: 2412 South Cottage Grove, Chicago, IL 60616

P.I.N.: 17-27-119-024, 17-27-119-025, 17-27-119-026 and 17-27-119-049,

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 Mortgagor 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 used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foreging 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 Mortgagor or its successors

or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises with said appurtenances, apparatus and fixtures unto said Trustee, its successors and assigns, forever, for the purpose and uses herein set forth.

TO SECURE: The payment of a certain indebtedness from the Mortgagor to the Trustee in the principal sum of TWENTY FIVE THOUSAND & NO/100 ($25,000.00) DOLLARS together with interest thereon as provided by a note of even date herewith made by the Mortgagor in favor of the Trustee evidencing said indebtedness, said principal and interest being payable as provided in said not until the entire sum is paid.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in

process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which mortgagor 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 replacing or repairing the same or to pay in full 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, such rights to be evidenced by the standard trust deed clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and 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 shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of interest then in effect, under said Note. Inaction of Trustee or holders of 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, 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) thirty days after the occurence of a default in making payment of any installment of principal or

interest on the note and after thirty days written notice to cure said default and the default is not cured within said time, or (b) in the event of the failure of Mortgagor or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for ten days after service of written notice of breach of covenant upon mortgagor, said option to be exercised at any time after the expiration of said ten 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 attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become

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so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant, or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might 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 Mortgagor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be

made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee 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 redeption, whether there by redemption or not, as well as during any further time when Mortgagor, 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole 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 for 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.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record his trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. This trust deed is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, FIRST NATIONAL BANK OF EVERGREEN PARK, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said

principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by and through the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that FIRST NATIONAL BANK OF EVERGREEN PARK individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

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IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK not personally, but as Trustee as aforesaid, has caused these presents to be signed by its SENIOR Vice-President & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Land Trust ~~Officer~~ ADM., this 6th of April, 1988.

FIRST NATIONAL BANK OF
EVERGREEN PARK, as Trustee
as aforesaid & not personally

BY: _____
Trust Officer
SENIOR VICE PRESIDENT & TRUST OFFICER

ATTEST:

_____
Land Trust Officer
LAND TRUST ADMINISTRATOR

THIS DOCUMENT PREPARED BY:
ANTHONY J. LEPORE
OZINGA, LEPORE, CAMPBELL & LORD
Attorneys at Law
3101 West 95th Street
Evergreen Park, IL 60642

THE INSTALLMENT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION # 723424

CHICAGO TITLE & TRUST CO.

BY: _____
Asst. Secretary

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 APR -7 PM 3:08
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Mail to:

Richard S. Rosen
180 N. Michigan Ave
Suite 900
Chicago, Illinois 60601

BOX 333 — TH

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

THE UNDERSIGNED, A Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOSEPH C. FANELLI SR., Vice President and Trust Officer of FIRST NATIONAL BANK OF EVERGREEN PARK and ANNE MOYLAN ADM. ~~Officer~~, Land Trust ~~Officer~~, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, and Land Trust ADM. ~~Officer~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said LAND ~~Assistant~~ Trust ADM. ~~Officer~~ then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of April, 1988.

Deborah M. Navarrete
Notary Public

My Commission Expires:

10/1/91

SEAL:

"OFFICIAL SEAL"
DEBORAH M. NAVARRETE
Notary Public, State of Illinois
My Commission Expires 10/18/91

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Mail to:

Richard S. Rosen
180 N. Michigan Ave.
Suite 900
Chicago, Illinois 60601

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