

TRUST DEED

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1988 AUG 11 PM 12:40

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made July 28 1988 between Marquette 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 said Bank in pursuance of a Trust Agreement dated July 28, 1988 and known as trust number 11935 herein referred to as "First Party," and

MARQUETTE NATIONAL BANK, a National Banking Association an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of

ONE HUNDRED EIGHTY THOUSAND AND NO/100-----Dollars, made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows:

\$3,034.93 or more on the first day of September, 1988 and \$3,034.93 or more on the first 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 the first day of August, 1995

12.00

including ~~with~~ interest on the principal balance from time to time unpaid at the rate of 10.5 per cent per annum payable monthly

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of ~~ten percent~~ 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 the absence of such appointment, then at the office of _____ in said City.

NOW THEREFORE First Party to secure the payment of the said principal 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 as cash 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 estate, to wit and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 5 to 13 inclusive in Block 1 in Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the South East 1/4 of the North East 1/4 and the North East 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I. #19-13-219-023-000 thru #19-13-21-028-000

This Instrument Prepared By:

Joseph L. Scheurich, Marquette Bank, 6316 S. Western, Chicago, IL

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 times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and as a party 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, inlaid 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 the 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 hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to do so, 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, water, waste and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; 3. pay when due any such taxes, which may be secured by a lien in charge of the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Trustee or to the holders of the notes; 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; 7. pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges and other charges under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; 8. pay in full against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; 9. pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; 10. 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 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

NAME MARQUETTE NATIONAL BANK
STREET 6316 South Western Avenue
CITY CHICAGO, ILLINOIS 60635
INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER 300

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
5710 South Western
Chicago, IL 60636

88363123

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

REL #7121

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Given under my hand and Notarial Seal this 5th day of August 19 88

The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf of each and every person, except decree or judgment creditors of the Mortgagee, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

MARQUETTE NATIONAL BANK AS TRUSTEE AS FORESAID AND NOT PERSONALLY. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED, ON ITS OWN BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED.

11. The holder of this Note may collect a "late charge" of one percent per month on any amount in arrears, to cover the extra expenses involved in handling of a past payment.

12. In addition to the monthly payments of principal and interest herein specified, the Mortgagor shall pay 1/4% the annual amount of the general taxes with each monthly payment. In the event such payment is not sufficient to pay such taxes when due, Mortgagor agrees to deposit on demand, such additional amount as may be required for said payment.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, or of any other property, or to examine any power herein given or to exercise any power herein given expressly or impliedly, or to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. 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 other items which under the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereon as herein provided, all unpaid interest on the note, with interest thereon as herein provided, all principal and interest remaining unpaid on the note; fourth, any surplus to the Trust Party, its legal representatives or assigns, as their rights may appear.

15. The Trustee or the holder of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public official without inquiry into the accuracy of such bill, statement or estimate.

16. The Trustee or the holder of the note hereby secured shall become the holder of the note and without notice to first party, its successors or assigns, all unpaid interest accrued by this trust deed shall be paid by first party, its successors or assigns, and shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

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