



TRUST DEED

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THE ABOVE SPACE FOR RECORD USE ONLY

THIS INSTRUMENT made August 23, 1988 between William S. Gold

herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

THE THOUSAND AND NO/100----- (\$10,000.00)----- DOLLARS evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on DEMAND with interest thereon from date of disbursement

at the rate of 19.5% per annum and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois as the holder of the note may from time to time, in writing appoint and in absence of such appointment then at the office of MID TOWN BANK AND TRUST COMPANY OF CHICAGO 2021 N. CLARK ST. in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate being and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS to wit

*until maturity at the rate of one (1) percentage point (the "margin") over the prime interest rate as published by the Wall Street Journal from time to time said prime rate is subject to change. There shall be a 19.5% "cap" on said interest rate over the life of the loan.

ALL EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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THIS MORTGAGE IS A JUNIOR MORTGAGE

15.00

THIS DOCUMENT PREPARED BY: MID TOWN BANK & TRUST CO. OF CHICAGO 2021 N. CLARK STREET CHICAGO, ILLINOIS 60614

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 Mortgagors 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, mad e 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 hereinafter placed in the premises by the mortgagors or their 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 purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written

[SEAL] William S. Gold [SEAL]

STATE OF ILLINOIS, } the undersigned }
County of Cook } a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
William S. Gold single never married.

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, ratified and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL CARMEN M. ROSARIO NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP APR 23, 1992

Given under my hand and Notarial Seal this 23rd day of August 1988

Carmen M. Rosario Notary Public

Chicago, IL 60607

411 S. Sangamon, #7C

FOR DEPOSIT TO THE REGISTER AND TO THE CHIEF OF BUREAU OF RECORDS AND DEEDS, CHICAGO, ILLINOIS, ADDRESS ABOVE

MILWAUKEE BANK AND TRUST COMPANY OF CHICAGO

1001 NORTH PULASKI STREET
CHICAGO, ILLINOIS 60610

MAIL TO

THE DEEDS TO BE RECORDED SHALL BE THE ORIGINALS AND NOT COPIES. THE ORIGINALS SHALL BE FILED IN THE OFFICE OF THE REGISTER AND DEEDS, CHICAGO, ILLINOIS, ADDRESS ABOVE.

CHICAGO TITLE AND TRUST COMPANY
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[Handwritten signature]

THIS INSTRUMENT IS SUBJECT TO THE PROVISIONS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED AND RECORDED IN THE OFFICE OF THE REGISTER AND DEEDS, CHICAGO, ILLINOIS, ADDRESS ABOVE, AND TO THE PROVISIONS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED AND RECORDED IN THE OFFICE OF THE REGISTER AND DEEDS, CHICAGO, ILLINOIS, ADDRESS ABOVE, AND TO THE PROVISIONS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED AND RECORDED IN THE OFFICE OF THE REGISTER AND DEEDS, CHICAGO, ILLINOIS, ADDRESS ABOVE.

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RIDER TO TRUST DEED

This Rider is made this August 23, 1988, and is incorporated into and shall be deemed to amend and supplement the Trust Deed dated of even date herewith, given by the undersigned (herein "Mortgagor") to secure Borrower's Note to the holder of the Note and covering the property described in the Trust Deed and located 411 S. Sagamon, Chicago, IL ("Premises").

In addition to the covenants and agreements made in the Trust Deed, Mortgagor and the holder of the Note further covenant and agree as follows:

18. To further secure the payment of said principal sum of money and interest thereon, Mortgagors agree to deposit with the holder of the Note on the first day of each and every month commencing thirty (30) days from date of disbursement until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of 1% of the annual real estate taxes, special assessment levies and property insurance premiums (hereinafter referred to as "Funds"). Said Funds shall be held by the holder of the Note in accordance with the terms and provisions of this paragraph without any allowance of interest, and may be applied by said holder toward payment of taxes, special assessment levies and insurance premiums when due, but the holder of the Note shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. Mortgagors agree to deposit within ten (10) days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and/or insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Mortgagors acknowledge that the sums so deposited shall create a debtor-creditor relationship only and shall be considered to be held by the holder of the Note in trust and that the holder of the Note shall not be considered to have consented to act as Mortgagors' agent for the payment of such taxes, levies and premiums. In the event of a default in any of the provisions contained in this Trust Deed or in the Note secured hereby, the holder of the Note may, at their option, without being required to do so, apply any monies at the time of deposit on any of the Mortgagors' obligations herein or in the Note contained in such order and manner as the holder of the Note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the mortgaged premises.

19. At the option of the holder of the Note and without notice to Mortgagor, Mortgagor's 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 when default shall occur and continue for three (3) days either in the payment of any installments of principal and interest or in the event of the failure of Mortgagor or Mortgagor's successors or assigns to do any of the things specifically set forth in this Trust Deed or in the event Mortgagor, Mortgagors' beneficiaries, or any other obligor, or guarantor default under any other document given by any of them to secure the obligations hereby secured or under the loan commitment of Mid Town Bank and Trust Company of Chicago to TBC Construction and Development Division of Gold Deco, Inc. dated June 13, 1988 and any and all modifications, revisions, or extensions thereto, the provisions of which are incorporated herein by reference.

20. In the event the Mortgagor sells, transfers or otherwise disposes of the Premises or permits a lien (paramount or junior) to be placed on the Premises, to secure a loan or other obligations, or in the event the Mortgagor permits a lien

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to attach to the premises, the holder of the Note shall have the right to declare immediately due and payable the principal sum secured hereby and all interest accrued thereon.

21. Notwithstanding anything in the Note or Trust Deed to the contrary, the death of all Mortgagors and/or all guarantors of the indebtedness herein mentioned shall be a default in the performance of any agreement of the Mortgagors hereunder and the holder of the Note shall be entitled to all rights and remedies given in the Trust Deed in the event of default in the performance of any agreement of the Mortgagors contained herein.

22. In the event that the holder of the Note shall, in good faith, deem itself insecure, the holder of the Note shall have the right to accelerate the instalments of principal and interest due hereunder.


23. At all times, regardless of whether any loan proceeds have been disbursed, this Trust Deed secures as part of the indebtedness hereby secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the holder of the Note in accordance with the Note, this Trust Deed and the said Loan Commitment; provided, however, that in no event shall the total amount of the indebtedness hereby secured, including loan proceeds disbursed plus any additional charges, exceed 50% of the face amount of the Note.

24. This Trust Deed shall be construed under Illinois law. If any provisions hereof are invalid under Illinois law, such invalidity shall not affect the validity of the rest of the Trust Deed and Rider.

25. The proceeds of the loan secured by this Trust Deed will be used for the purpose specified in Paragraph 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes (1981); the loan secured hereby constitutes a business loan within the meaning of said Section and that, accordingly, the loan secured hereby is exempt from the Illinois usury requirements.

26. The premises subject hereto is subject to a lien of a Prior Mortgage ("Prior Mortgage #1") filed with the Recorder of Deeds of Cook County, Illinois on April 24, 1985 as Document number 27520880 by William S. Gold to secure a note in the amount of \$82,000.00. Any default under the Prior Mortgage #1 shall be considered a default hereunder which default shall, notwithstanding anything to the contrary contained herein or contained in the note which this trust deed secures, shall have the same grace period, if any, for curing default as set forth in Prior Mortgage #1. This Trust Deed is subordinate and junior to Prior Mortgage #1.

27. The premises subject hereto is subject to a lien of a Prior Mortgage ("Prior Mortgage #2") filed with the Recorder of Deeds of Cook County, Illinois on January 9, 1986 as document number 27520880 made by William S. Gold, secure a note in the amount of \$6,138.34. Any default under the Prior Mortgage #2 shall be considered a default hereunder which default shall, notwithstanding anything to the contrary contained herein or contained in the note which this trust deed secures, shall have the same grace period, if any, for curing default as set forth in the Prior Mortgage #2. This Trust Deed is subordinate and junior to the Prior Mortgage #2.


William S. Gold

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EXHIBIT "A"

UNIT 7C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SANGAMON LOFT CONDOMINIUMS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 26972717, AS AMENDED, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 411 S. SANGAMON, UNIT 7C, CHICAGO, IL.

TAX IDENTIFICATION NO. 17-17-236-013-1020-0000

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