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TRUST DEED

760293

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

72-14-878

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THIS INDENTURE, made August 22, 1989, between LaSalle National Bank as Trustee under Trust Agreement dated August 14, 1989, and known as its Trust No. 113803.

a corporation organized under the laws of the United States of America, 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 Mortgagor is justly indebted to the legal holder or holders of the Instalment Note, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

13.00

FIVE HUNDRED FORTY-EIGHT THOUSAND AND NO/100ths (548,000.00) Dollars.

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE CHRISTIAN CHURCH FOUNDATION, an Indiana not-for-profit corporation, as Trustee under the charitable remainder unitrust agreement dated June 24, 1987.

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from August 22, 1989

the balance of principal remaining from time to time unpaid at the rate of 6.75% per cent per annum in instalments (including principal and interest) as follows: monthly payments of interest in the amount of ONE ZERO THOUSAND THREE HUNDRED AND 42/100ths (1,013.42) Dollars or more on the 1st day of September 1989 and THREE THOUSAND EIGHTY-TWO AND 50/100ths (\$3,082.50)

Dollars or more on the 1st day of each month thereafter until said note is fully paid, and the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of May 1991. 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 instalment unless paid when due shall bear interest at the rate of 15% per cent per annum, and all of said principal and interest being made payable at such business hours or on any day in place in Indiana or 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 CHRISTIAN CHURCH FOUNDATION 222 S. Downey Ave., P. O. Box 1986 Indianapolis, IN 46206 inside City

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS,

to wit: LOTS 13, 14, 15, 16, 17, 18, 19 and 20 IN LOUIS KORD'S MILWAUKEE AVENUE ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*The final payment of principal and interest, if all prior payments are made as and when due, shall be FIVE HUNDRED FIFTY-ONE THOUSAND EIGHTY-TWO AND 51/100ths (\$551,082.51) DOLLARS. Prepayments of principal and interest may be made at any time without penalty. Prepayments of principal and interest may be made in whole or in part. The holder or holders hereof shall be entitled to recover all costs and expenses, including attorneys fees, reasonably incurred by any of them for the collection of all sums owing hereunder and the enforcement of all obligations under this note or under the trust deed referred to herein.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto or on, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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, inador 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 the mortgagor 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.

This trust deed consists of two pages and a Rider attached hereto. 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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its LaSalle National Bank as Trustee under Trust Agreement dated August 14, 1989, and known as its Trust No. 113803, and not personally

CORPORATE SEAL

ATTEST Assistant Vice President Assistant Secretary

STATE OF ILLINOIS } SS. I, ANGELA MARGISZEWSKI County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bok Assistant Vice President of the LA SALLE NATIONAL BANK and William W. Dillon Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of August, 1989. Angela Margiszewski NOTARY PUBLIC

Notarial Seal



PLACE IN RECORDER'S OFFICE BY NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TO: CHICAGO TITLE AND TRUST COMPANY, Inc. Identification No. 760293

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS TRUST DEED)
1. Mortgagee shall (a) keep said premises in good condition and repair, without warranty, and free from mechanics' or other liens or claims for lien or interest, and shall pay in full under protest, in the manner provided by statute, any tax or assessment which...

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RIDER TO TRUST DEED

18. In the event of the sale or transfer of the premises or any interest therein (including any beneficial interest under any Illinois land trust holding title to the premises), without the prior written consent of the Holders of the Note, the said Holders of the Note, or the Trustee may, at their election, require immediate payment in full of all sums secured by this Trust Deed.
19. In the event of default by the Mortgagor in the payment of any amounts due under the Note or in the performance of any other obligations under the Note or under this Trust Deed, the Holders of the Note and the Trustee, or either of them, shall be entitled to recover, in addition to all other amounts due, costs and expenses reasonably incurred by any of them for the collection of amounts due under the Note or for the enforcement of said obligations of the Mortgagor, including but not limited to attorneys fees, court costs and all costs of collection.
20. All payments due under the Note shall be payable to The Christian Church Foundation by mail or messenger or other delivery to said corporation at 222 S. Downey Avenue, P. O. Box 1986, Indianapolis, Indiana 46206, or at such other address as the said corporation shall designate in writing from time to time. Such locations shall not be required to be a bank or trust company nor in Chicago or in Cook County, Illinois.

Property commonly known as: 3244-3262 N Milwaukee Avenue
Chicago, Illinois

Permanent Real Estate Index Nos.: 13-23-325-011
13-23-325-012
13-23-325-013
13-23-325-014
13-23-325-015

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This ~~Mortgage~~ Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 113803 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

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RIGHT TO TRUST FUND

Property of Cook County Clerk's Office