

TRUST DEED

89173176

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 29, 19 89, between Metropolitan Bank and Trust Company as Trustee Under Trust Agreement dated 5-5-89 and known as Trust #1776

herein referred to as "Mortgagors," and

METROPOLITAN BANK AND TRUST COMPANY

an Illinois banking 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 Instalment Note herein-after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Thousand and 00/100----- Dollars (\$100,000.00),

evidenced by one certain Instalment Note of the Mortgagors of 9-10-87 herewith, made payable to the order of METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from the date of disbursement

at the rate of 2% over prime rate per annum in instalments of principal and interest as follows:

Principal due on demand with accrued interest payable monthly----- Dollars (\$100,000.00) on the 10th day of September 19 89 and a like amount of money on the 10th 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 demand and the principal of each instalment unless paid when due shall bear interest at the rate of 6% over prime rate 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 METROPOLITAN BANK AND TRUST COMPANY 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, situated

lying and being in the Village of Riverside COUNTY OF Cook AND STATE OF ILLINOIS, 1254-1286 in Block 33 in Third Division of Riverside, in Section 25 and 36, Township 39 North, Range 12 East of the Third Principal Meridian, except that portion thereof described as follows: Commencing at the Southeast corner of said lot; thence Westerly along the South line of said lot 252 feet to the Southwest corner of said lot; thence Northeasterly along the West line of said lot 3.2 feet; thence Easterly on a straight line to the point of beginning, in Cook County, Illinois. Commonly known as 355 Uvedale, Riverside, Illinois.

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest, 2% percentage points over the prime rate in effect at the Metropolitan Bank and Trust Company. In the event such prime rate shall at any time either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 2% percentage points over such prime rate from time to time in effect.

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest, 6% percentage points over the prime rate in effect at the Metropolitan Bank and Trust Company. In the event such prime rate shall at any time either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 6% percentage points over such prime rate from time to time in effect.

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and on this issue and profits thereof for so long and during all such times as the Mortgagors may or shall so desire (which are pledged primarily and in a priority 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, clothes and water heaters. All of the foregoing are declared to be a part of the 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 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 purposes, 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.

Metropolitan Bank & Trust Company (SEAL) as Trustee u/c/a #1776, and not personally (SEAL)

James P. Gianukos, SVP (SEAL) Cheryl Brueckmann, ATO (SEAL)

STATE OF ILLINOIS I, Margie Bryski as a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT Metropolitan Bank & Trust Company, as Trustee u/c/a #1776, and not personally, by James P. Gianukos, SVP and Cheryl Brueckmann, ATO

OFFICIAL SEAL MARGIE BRYSKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/7/2000

whom I personally know to me to be the same person whose name subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein

89173176

6th day of September A D 1989 Notary Public

