

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made October 23 19 89, between The Midwest Bank and Trust Company, a Banking Corporation, 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 June 8, 1984 and known as trust number 84-06-4434 herein referred to as "First Party," and Midwest Bank and Trust Company an Illinois corporation herein referred to as "TRUSTEE," witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of One Hundred Fifty Thousand and no/100's----- Dollars,

made payable to BEARER which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from closing date on the balance of principal remaining from time to time unpaid at the rate of 10.75% per cent per annum in installments as follows:

-----Two Thousand Four Hundred Thirty Four and 93/100's----- Dollars on the 5th day of January 19 90 and -----Two Thousand Four Hundred Thirty Four and 93/100's----- Dollars on the 5th 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 5th day of December 19 90. 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 20 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Elmwood Park, 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 Midwest Bank and Trust Company in said City.

89513085

NOW THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and convey (into the Trustee, its successors and assigns, the following described Real Estate situated, lying and

being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 25 and 26 in Mills and Sons First Addition to Greenfields, being a Subdivision of the South 191 feet of the East Half of the South West quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY: Robert Figarelli Midwest Bank and Trust Company 1606 N. Harlem Avenue Elmwood Park, Illinois 60635

DEPT-01 RECORDING 10/27/89 11:25 AM 89513085 COOK COUNTY RECORDER

-89-513085

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 First Party, its successors or assigns may be entitled thereto (which are pledged principal 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, in-door 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust here- in set forth.

PROPERTY INDEX NUMBERS

1 2 - 3 6 - 3 2 7 - 0 2 4 - 0 0 0 0 & 12-36-327-025 A SA BLK PCL UNITY

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. UNLESS the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, 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 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) 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 against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 restoring the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the 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, 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, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be in full additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 20 percent per annum. Execution of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

DELIVERY

Real Estate Dept. Midwest Bank & Trust Company 1606 N. Harlem Avenue Elmwood Park, IL 60635

or RECORDER'S OFFICE BOX NO.

for information only insert street address of above described property. 7708 W. North Avenue, Elmwood Park, IL

1283

