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TRUST DEED (Form 31)
Use 2001-2002 Form 31-00
(Property Taxpayer's Exclusive Document)

89050086

The Above Space For Recorder's Use Only

THIS INSTRUMENT, made January 23, 1989, between First National Bank of Highland Park as Trustee, W/T/A dated 5-7-81, known as Trust #3187-HP herein referred to as "Mortgage" and Devon Bank

herein referred to as "Trustee" witnesses: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note dated January 23, 1989 of even date herewith, executed by Mortgagors, made payable to Devon Bank as Trustee

and delivered, in and by which note Mortgagors promise to pay the principal sum of Twenty thousand and 00/100 Dollars and interest from January 20, 1989

on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum, 60645

which note is due on the 23 day of July, 1990; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 10 per cent per annum, and all such payments being made payable at Devon Bank, 6445 N. Western Ave., Chicago, IL 60645

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed in which event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 6 in Block 32 in Edgebrook Manor, a subdivision of Lots 27, 32, 33, 35, 40, 42, 43, 44, and 47 to 52 and part of Lots 34, 39, 39.4) and 42 (except railroad) in Bronson's part of Caldwell's reserve in Township 40 and 41 North Range 13 East of the third principal meridian, in Cook County, Illinois according to the plat of said subdivision recorded March 1, 1922 as document 7414775, in Cook County, Illinois

This document was prepared by Christine Murphy, Devon Bank, 6445 N. Western Ave., Chicago, IL 60645

P.I.N.# 10-33-324-015 which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, 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 (whether rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors, who 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE (Seal) COOK COUNTY RECORDER (Seal)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

89050086

Given under my hand and official seal, this 23 day of January, 1989. Commission expires 19

*Two percentage points in excess of Exchange National Bank prime rate. **Five percentage points in excess of Exchange National Bank prime rate. (Prime or prime rate is not necessarily the lowest or most favorable rate of interest charged by Devon Bank)

NAME Devon Bank Attn: Thomas M. Cerny ADDRESS 6445 N. Western Ave. CITY AND STATE Chicago, IL ZIP CODE 60645

ADDRESS OF PROPERTY: 6518 N. Hiawatha Chicago, IL 60646 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED. SEND SUBSEQUENT TAX BILLS TO: (Mailing Address)

OR RECORDER'S OFFICE BOX NO. 39

89050086

DOCUMENT NUMBER

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or building, now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises, except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any possibly attaches all general taxes, and shall pay special taxes, special assessments, utility charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redemr from any tax sale or foreclosure 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 reasonable 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through the Mortgagors, and the word "Mortgagors" when used hereof shall include all such persons and all persons at any time liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

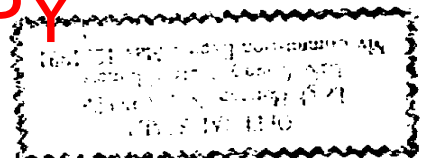
identified herewith under Identification No

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

Trustco

FORM 1781 BANKFORMS, INC.

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Secretary of said Bank, personally known to me to be the same person whose name
are mentioned in the foregoing instrument, as such 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 Bank, for the use and purpose
therein set forth; and the said Assistant Secretary did also sign and thereunto
in connection of the instrument and of said Bank, attested the said corporate seal of
said Bank to said instrument as the Assistant Secretary's own free and voluntary act,
and as the free and voluntary act of said Bank, for the use and purpose therein
set forth.

Cheryl L. Westin
Assistant
Vice President of NBD Trust Company of Illinois
William H. Killian
the
a Notary Public in and for said County, in the State where I do hereby certify,
I the undersigned

STATE OF ILLINOIS
COUNTY OF LAKE

As trustee as aforesaid,
By _____
Vice President
Attest: _____
Assistant Secretary

NBD Trust Company of Illinois Successor Trustee to
FIRST NATIONAL BANK OF HIGHLAND PARK
NBD Highland Park Bank N.A. formerly known as THE

THIS MORTGAGE OR TRUST DEED in the nature of a mortgage is
executed by NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to
NBD Highland Park Bank, N.A. formerly known as First National
Bank of Highland Park, not personally but as Trustee under Trust
No. 3187-HP in the exercise of the power and authority
conferred upon and vested in it as such Trustee (and said NBD
TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD Highland
Park, N.A. formerly known as First National Bank of Highland
Park, hereby warrants that it possesses full power and authority
to execute this 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 NBD TRUST COMPANY OF
ILLINOIS Successor Trustee to NBD Highland Park Bank, N.A.
formerly known as First National Bank of Highland Park personally
to pay the 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 mortgagor or Trustee
under said Trust Deed, the legal owner(s) or holder(s) of the
said Note, and by every person now or hereafter claiming any
right of security hereunder; and that so far as the mortgagor or
grantor and said NBD TRUST COMPANY OF ILLINOIS, Successor Trustee
to NBD Highland Park Bank, N.A. formerly known as First National
Bank of Highland Park, personally are concerned, the legal holder
of said 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 hereby 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.

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE
DATED January 23, 1989 UNDER TRUST NO. 3187-HP

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