, bitween.

Heritage Trust Co., an Illinois 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

February 13, 1978

1889

herein referred

to as "First Party," and

Heritage 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

TWO MILLION FOUR HUNDRED SIXTY THOUSAND AND NO/100-----

DOLLARS.

made payable to BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at the rate

+ 1% Floating of Base per cent per annum in installments as follows: INTEREST ONLY PAYABLE MONTHLY XXXXXXXXXXX

day of February 19 89 x REPORT A PORT on the first and INTEREST ONLY PAYABLE MONTHLY

thereafter until said note is fully day of sach and on the first every month

paid except that the final payment of principal and interest, if not sooner paid, shall be due on

day of 19 89 All such payments on October 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 seven per cent per ar num, and all of said principal and interest being made payable at such

Blue Island banking house or trust company in 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

HERITAGE BANK AND TRUST COMPANY

in said City

NOW, THEREFORE, First Party to secure the layment 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, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the

COUNTY OF

COOK

NO STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED

DI.PT-O.

\$15.00

T#1(11 TRAN 2800 02/03/89 12:59:00 #4307 # 1 *--69--053887

COOK COLNTY RECORDER

89053837

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 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, inadoor 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,

Bank Heritage Financial Services	UNOFF	Trustee	COPY	TRUST DEED	Box 451
aggraggi.	by the Trustee named here's before the Trust Deed is filed for accord.	Linds Lee Lutz Typublic, State of 1 Commercion Expires May 12	O VIM THE ME	BY: A CONTRACTOR OF THE STATE O	The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 11995
Notes Fully	and The	"OFFICIAL SEAL"	(*)		
	8 61 a v		A o A Tuunuk A	ין:	
Assistant Secretary sons whose names are done whose names are deed chart they signed y act and as the free seknowledged that corporate seal of said fie free and voluntary the free and voluntary the free and voluntary the free and voluntary	or teage Trust Company or teage Trust Company or to me to be the same per tas such Vice-President, and any in person and acknowle frustee as aforesaid, for the of said Bank, did affix the or said Bank, did affix the or and voluntary act and as the or and voluntary act and as the or the uses and purposes tails seal, this	da A. Blust da A. Blust personally know egoing instrumen l before me this o d instrument as t f said Bank, as ' d the said Assista re corporate seal ne corporate seal re corporate seal re corporate seal	hand, Wice-Pre- raid Bank, who are sheeribed to the for spectively, appeare delivered the said of delivered the said of voluntary act o terein set forth; and erein set forth; and erein set forth; and of said bank, as T	eB nq qa ae ae aa as qo ae	Q.
DO HEREBY CER-	binessola state aft at the	•			
	***	nd ood abaid	1	\$ NO	00 40 818.100
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SEVIE OF ILLINOIS |

asiduring any Kirther times when statutory period of redeal prion First Party, its successors or assigns, 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.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereof shall be permitted for that purpose.
- 8. 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 9. 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 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 note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have occur recorded or filed. In case of the resignation, inability or refusal to act of Trustoe, the then Recorder of Deeds of the county in which the premises are situated shall be 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 o reasonable compensation for all acts performed hereunder.
- 11. In the event of the sale, transfer, we imment or conveyance of the beneficial interest in the aforesaid trust, or any part thereof, or in the event of the sile, transfer, assignment or conveyance of the title to the aforesaid premises, or any part thereof, or in the event of the sale on installment payments of the aforesaid premises or any part thereof by the aforesaid Mortgagor or the volder of the beneficial interest in the trust or their assignees, transferees or grantees at any time hereafter without the prior written consent of the mortgagee and the payment of a transfer fee in accordance with the mortgage's regardions then in effect, the entire unpaid balance of the principal and interest and advances, if any shall immediately become due and payable without notice at the option of the mortgagees, and the aforesaid sum shall bear interest at the rate of Base. +12. Where annum from the date of said sale, transfer conveyance or the making of a contract to sell on installment payments until paid.

 The Mortgagor hereby waiges any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on henalf of each and every person, except decree or judgment creditors of the mortgagor acquiring any interest in orditie to the premises subsequent to the date of this trust deed.

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this trust deed.

THIS TRUST DEED is executed by Heritage Trust Company personally, but as Trustee as aforesaid in the exercise of the power and authority conferred aron and vested in it as such Trustee (and said Heritage Trust Company hereby parrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on personally to pay the said note or any interest that Heritage Trust Company 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 expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said personally are concerned, the legal holder or holders of

Heritage Trust Company said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby 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, if any.

Heritage Trust Company not personally but IN WITNESS WHEREOF. as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereviato affixed and attested by its Assistant Secretary, the day and year first above written.

THIS INSTRUMENT BANK RITAGE 12015 SOUTH WESTERN AVOIUL BLUE ISLAND, ILLINOIS 60406

ABBC . Vice-President Assistant Secretary 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Until 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 be 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 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 money 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 stime and mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewa' 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 on prior encumbrances, if any, and pure case, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any a 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 my other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lieu 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 pulders of the note shall never be considered as a waiver of any right accruing to them on account of any of the previsions of this paragraph.
- 2. 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 tide or claim thereof.
- 3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, not withs anding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the la lure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one here if and such default shall continue for three days, said option to be exercised at any time after the expiration of so a three day period.
- 4. When the indebtedness hereby secured shall become due wheree by acceleration or otherwise. holders of the note or Trustee shall have the right to foreclose the lien hereof. 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 rote for attorchys' 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 decice, of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar date and assurances with respect to title as Trustee or holders of the note may deem to be reasonably recessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such factor the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant of 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.
- 5. 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to first Party, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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

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:NId

COUNTY, ILLINOIS.

DOOR OF 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK SUBDIVISION OF PART OF THE SOUTHEAS (1) 4 OF SECTION 21, TOWNSHIP THE NORTH 10 FEET THEREOF); ALL IN CICERO AVENUE ACRES, BEING A EAST LINE OF SAID LOTS 32 AT A POINT 20.03 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 32), LOT 52, LOT 54 (EXCEPT OF THE NORTHWEST CORNER OF SATO LOT 32 AND WHICH INTERSECTS THE INTERSECTS THE WEST LINE OF SAID LOT 32 AT A POINT 11.07 FEET SOUTH LOT 32 EXCEPT THAT PART CYING NORTHERLY OF A STRAIGHT LINE THAT

PARCEL II

010-50/-12-12 S4-ST-402-011

5 4-51-402-705-54-51-469-305-

:NId

ILLINOIS.

RECORDED MARCH 26, 1928 AS DOCUMENT NO. 9967574 IN COOK COUNTY, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 KAILROAD ALL IN CICERO AVENUE ACRES BEING A SUBDIVISION OF PART OF NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND CALUMET TERMINAL **WEASUREMENT** RECTANGULAR BX NOKTHEASTERLY THE FROM EAST TO THE NORTHWEST CORNER OF LOT 55 AND NORTHERLY OF A LINE 25 TYPORTE AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 77 EXTENDED AND CALUMET TERMINAL RAILROAD, TOGETHER WITH THAT PART OF VACATED WEYSUREMENT FROM THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTHEASTERLY OF A LINE 25 FEET NORTHEASTERLY BY RECTANGULAR 54578858 OF LOT 55 AND THOSE PORTIONS OF LOTS 56 AND 77 LYING TOLE J WND S IN KEERBDINIZION KECOKDED IWNOWKK TO' 1978 AS DOCUMENT