



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made February 3, 1989, between The Cosmopolitan National Bank of Chicago, a National Banking Association, 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 November 6, 1986 and known as trust number 27952 herein referred to as "First Party," and THE FIRST COMMERCIAL BANK 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 THOUSAND AND NO/100THS (\$100,000.00)-----Dollars,

made payable to ~~THE FIRST COMMERCIAL BANK~~ THE FIRST COMMERCIAL BANK 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of

12.25 per cent per annum in installments as follows: ONE THOUSAND SEVENTY-ONE AND 74/100THS (\$1,071.74)-----Dollars on the first day of April 19 89 and ONE THOUSAND SEVENTY-ONE AND 74/100THS (\$1,071.74)-----Dollars on the first 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 first day of December, 19 91 . 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 ~~six~~ fifteen per cent 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 THE FIRST COMMERCIAL BANK in said City,

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, 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 AND STATE OF ILLINOIS, to wit:

Lot 7 in Sub-Block 3 in Robinson and Honore's Subdivision of Block 40 in Canal Trustee's Subdivision of the West 1/2 of the North East 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 17-17-304-018-0000

PROPERTY ADDRESS: 1415 W. Lexington, Chicago, Illinois

1200

89004186

308 4

71-97-095 Z

which, with the property hereinafter described, is referred to herein as the "premises."

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Upon the maturity of the said note, shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, replace or reconstruct any building or improvement upon or hereafter on the premises which may become damaged or destroyed; (2) keep said premises insured against fire, lightning, wind, hail, snow, ice, and other perils by fire and theft, and from all other causes of loss or damage; (3) pay taxes, assessments and other charges on the premises which may be assessed by a lien or charge on the premises superior to the lien hereof; and upon request of the holder of the note, or the holder of the note or to holders of the note, (4) complete within a reasonable time any building or improvement now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances which apply 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 bills, city property taxes and other taxes, and pay all other taxes, special assessments, water charges, sewer charges and other charges which the premises when they are or when they shall be, are or shall be, liable for; (8) defend, maintain and prosecute all claims, suits and proceedings in connection with the premises which First Party may desire to contest; (9) keep all buildings and improvements on the premises insured against fire, lightning, wind, hail, snow, ice, and other perils by fire and theft, and from all other causes of loss or damage by fire, lightning or wind-storm under policies providing for payment by the insurer of the full amount of loss or damage to be paid by the insurer for the full replacement cost of the buildings and improvements on the premises and to pay the cost of repairing or replacing the same, or to pay in full the replacement cost of the buildings and improvements on the premises; (10) maintain an insurance policy payable in case of loss or damage to the buildings and improvements on the premises and to pay the cost of repairing or replacing the same, or to pay in full the replacement cost of the buildings and improvements on the premises; (11) provide that a certificate of insurance shall be attached to each subsequent installment note; (12) keep the premises in good repair and condition, then to keep the premises in good repair and condition; and (13) not make any payment of principal or interest on the note until the principal and interest on the note has been paid in full. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be a valid and enforceable charge upon the premises, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent

DELIVERY

NAME: THE FIRST COMMERCIAL BANK
ADDRESS: 6945 N. CLARK STREET
CITY: CHICAGO ILL 60630

or RECORDER'S OFFICE BOX NO.
for information only insert street address of above described property.

BOM 10.00

per annum. Junction of Trustee or holders of the note shall have the right to demand from any holder of the note on account of any of the provisions 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 presented to them, but they shall have the right to demand from any holder of the note on account of any of the provisions of this paragraph.

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, notwithstanding 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 failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether 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 note for attorney's 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, promissory 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 holders at any sale which may be had pursuant to such decree 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 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 any proceedings, including 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 the 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 foregoing paragraph hereof; second, all other items which under the terms hereof constitute the indebtedness secured by this trust deed, with interest thereon as herein provided; third, the principal and interest remaining unpaid on the note; fourth, any surplus 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 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 and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when 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 thereto 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 execute any power hereunder 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 secured hereby has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such release of trustee may be accepted 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 when the release is requested of the original trustee and 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 the instrument shall have been recorded or filed. In case of the resignation, including the resignation of the Trustee, then if any of the holders of the note in which the premises are situated shall be Successor in Trust, hereunder, 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.

11. This Junior Trust Deed and the Note which it secures, will not be assumable without the Note Holder's consent. Any sale, transfer, or further encumbrance (including, but not limited to, a contract sale, sale under articles of agreement for deed, or a transfer to a land trust), or any attempted sale, transfer, or further encumbrance of the undersigned's right, title, and interest to the property mortgaged hereunder, without said consent, shall render the entire note indebtedness immediately due and payable at the Note Holder's election.

12. First Party, for itself, beneficiaries of Trust No. 27952 and on behalf of each and every person, except decree or judgment creditors of First Party in its representative capacity and of said trust estate acquiring any interest or title to the premises subsequent to the date hereof, hereby waives all rights of redemption under any decree of foreclosure under this Trust Deed. First Party represents that it is authorized and empowered by said Trust Agreement or by the person having a power of direction over First Party to effectively make the Waiver contained in the preceding sentence.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Cosmopolitan National Bank of Chicago, as Trustee as aforesaid, in exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, The Cosmopolitan National Bank of Chicago, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed and attested by its Assistant Trust Officer, Assistant Cashier, the day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as afor said and not personally,

By [Signature] VICE-PRESIDENT
Attest [Signature] TRUST OFFICER

89064100

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

OFFICIAL SEAL
SANDRA STEPHENS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6-22-01

Given under my hand and notarial seal, this 7th day of February A. D. 19 89
[Signature]
Notary Public

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

The installment Note mentioned in the within Trust Deed has been identified
herewith under identification No. _____
Trustee