THIS JUMIOR MORTGAGE IS SUBJECT AND SUBORDINATE TO THE MORTGAGE
DATED FEBUARY 11989 AND HICORDIA FEBUARY 2199 AS DOCUMENT**

**NUMBER \$500.000.00

TO SETTIRE A NOTE IN THE AMOUNT OF**

89085504

The Prudential Bank and Trust Company

Equimax Account Loan No. 000124

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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THIS INDENTURE, made on 02/23/1989, between IRMGARD RAMSAY AND CHARLES E, RAMSAY, WIFE AND HUSBAND of 1310 RITCHIE COURT, #3D, CHICAGO, IL 60610 (the "Grantor") and PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee").

Concurrently herewith Grantor has executed a Equimax Account Agreement (the "Account Agreement") with Prudential Bank and Trust Company (the "Bank") in which Grantor agreed to pay to the Bank the principal amount of all outstanding advances made from time to time under the Account Agreement in a maximum amount of \$ 100,000.00, ONE HUNDRED THOUSAND AND NO/100 Dollars and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of ONE AND THREE QUARTERS (1.75%) per cent above the Index Rate as hereafter drained Monthly payments shall commence on 03/14/1989 with a final payment of all principal advances and accrued interest on 02/14/2004. The "Index Rate" of interest is a variable rate of interest and is defined as the published Prime Rate in The Wall Street Journal.

To secure the rayment of the principal balance of all advances and all interest due under the Account Agreement and performance or the agreements, terms and conditions of the Account Agreement, and for other good and valuable consideration, the Granter days hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 1310 RITCHIE COURT, #3D, CHICAGO, IL 60610, County of COOK and State of Illinois, to wit:

UNIT 3-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE; (HEREINAFTER REFERRED TO AS "PARCEL"): THE NORTH 20.16 FEET OF LOT 3, ALL OF LOTS 4 AND 5, LOT 6 (EXCEPT THAT PART OF SAID LOT 6 LYING NORTH OF A LINE CHAMN WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 6, 3.85 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 6 TO A POINT (N) THE WEST LINE OF SAID LOT 6, 3.68 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 6) ALL OF LOTS 10, 11, 12 AND LOT 13 (EXCEPT THAT PART OF SAID LOT 6) ALL OF LOTS 10, 11, 12 AND LOT 13 (EXCEPT THAT PART OF SAID LOT 13 DESCRIBED AS BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 13, RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 13, SAID LINE BEING ALSO THE FASTERLY LINE OF ASTOR STREET, A DISTANCE OF 29.87 FEET, THENCE EAST A DISTANCE OF 74.75 FEET TO THE EASTERLY LINE OF SAID LOT 13, A TA A 20 NT 29.77 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13, AT A 20 NT 29.77 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT 13, A DISTANCE OF 29.77 FEET TO THE SOUTH EAST CORNER OF SAID LOT OF THE THIRD PRINCIPAL WEST SOUTH EAST CORNER OF SAID LOT OF THE THIRD PRINCIPAL WEST SOUTH EAST CORNER OF THE WITH SOUTH EAST CORNER OF SAID LOT OF THE WITH SOUTH EAST

clue and payable (I) after the date on which any payment of principal or interest is due and is unpaid or (II) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Account Agreement, in this Trust Deed, or in any other instrument which at any time evidences or secures the indebtedness secured hereby; or (Iii) upon the death of any party to the Account Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (Iv) if any party liable on the Account Agreement, whether as maker, endorser, guarantor, surety or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief or debtors shall be filed by or against any such party; or (v) if any statement, application or agreement made or furnished to the Bank now or from time to time by Grantor is false or incorrect in a material respect.

3. The Trustee or the Bank may, but need not, make any payment or perform any act to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any,

** The maximum interest rate will not exceed 19.9%

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3. The Trustee or the Bank may, but need not, make any payment or perform any act to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any,

agreement mader respect.

each policy.

2. At the option of the Bank and without further notice to Grantor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Account Agreement or in this Trust Deed to the Coultry, become other determined in the performance or observance of any term, agreement or includences or secures the indebtedness ascured hereby; or (iii) upon the death of any party to the Account Agreement or this Trust Deed, or in any other instrument which at any time ovidences or secures the indebtedness secured hereby; or (iii) upon the death of any party to the Account Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Account Agreement, whether as maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Account Agreement, whether as maker, endorser, guarantor, surety or accommodation party shall make an assignment for the benefit of creditors, or if a perition in bankruptcy or other similar proceeding under any law for relief or debtors shall be appointed, or if a perition in bankruptcy or other similar proceeding under any law for relief or debtors shall be suppointed, or if a perition in bankruptcy or other similar proceeding under any law for relief or debtors shall be suppointed to time by Grantor is faise or incorrect in a material agreement made or funished to the Bank now or from time to time by Grantor is faise or incorrect in a material

1. The Grantor agrees to: (1) promptly repair, restore. It retuild any buildings or improvements now or hereafler on the Premises which may become damaged or be destroyed; "\", keep said Premises in good condition and repair, water, and free from mechanics or other liens or claims (it if) in 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; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use threeof; (5) retrain from making material taxes, and pay special taxes, special sexes are presently, water charges, so defined any penalty attaches all general taxes, and pay special taxes, special sexes ments, water charges, so the Bank duplicate receipts therefor; (7) pay in full under protest in the mainer provided by statute, any tax or the Bank duplicate receipts therefor; (7) pay in full under protest in the mainer provided by statute, any tax or the Bank duplicate receipts therefor; (7) pay in full under casualty under policies at either the full replacement which Grantor may desire to contest; and (8) keep all buildings and improve ments now or hereafter situated on said Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement under insurance policies payable, in case of loss or damage, to a mortgagee which has a pilo item to be subscient to under insurance policies payable, in case of loss or damage, to a mortgagee which has a pilo item to be attached to be avidenced by the standard mortgage cause to be attached to

hereby releasing and walving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, fixtures and appurtenances (hereto belonging, and all rents, issues and profile thereto tand all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refulgeration and ventilation, all of which are declared to be part of the real estate whether physically attached thereto or not (all of which property is hereafter referred to as the "Premises") to estate whether physically attached thereto or not (all of which property is hereafter referred to as the "Premises") to have and to hold the Premises in trust by the Trustee, in concessors and assigns, forever, for the purposes and upon the uses and trust set toth in this Trust Deed.

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Eguimax Account Loan No. 000124

The Prudential Bank and Trust Company

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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 the Premises or consent to any tax or assessment upon the failure of Grantor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' tees, and any other moneys advanced by Trustee or the Bank to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate per annum set forth in the Account Agreement. Inaction of Trustee or Bank shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deliciency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the Bank 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 tien or title or claim thereof.

- 4. When he indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and incided as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by co on behalf of Trustee or Bank for reasonable attorneys' fees, Trustee's fees, appraiser's fees, outlays for document ry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to se 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 the Bank may deer, to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pur cant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate per annum sill forth in the Account Agreement, when paid or incurred by Trustee or Bank in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defen ant, 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) officiently fifteen (15) days written notice by Trustee to Grantor, preparations for the defense of any threatened uit of proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the Premiles thall 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 Account Agreement, with Interest thereon as herein provided; third, all principal and interest remaining unpaid on the Account Agreement; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or 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 elitor 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 statutory period of redemption, whether there be redemption or not, as well as during any further time when Crantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issue 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 put of 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 for foreclosing this Trust Deed, or any tax, special assessment or other lien which may the or become superior to the lien hereof or of such decreed, provided such application is made prior to foreclosure and deficiency.
- 7. The Trust Deed is given to secure all of Grantor's obligations under the Account Agreement executed by Grantor contemporaneously herewith. All the terms of the Account Agreement are hereby incorporated by reference herein. The Account Agreement evidences a revolving credit and the lien of the Trust Deed secures payment of any existing indebtedness and future advances made pursuant to the Account Agreement to the same extent if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Trust Deed or whether there is an outstanding indebtedness at the time of any future advances.
- 8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in fleu of condemnation, are hereby assigned and shalt be paid to Trustee or the Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard Insurance. No settlement for condemnation damages shall be made without Trustee's and the Bank's consenting to
 - 9. Extension of the time for payment, acceptance by Trustee or the Bank of payments other than according to

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

the terms of the Account Agreement, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Trustee or Holder of the Account Agreement shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the Indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

- 10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor who cosigns this Trus' Deed, but does not execute the Account Agreement, (a) is co-signing this Trust Deed only to encumber this Glantor's interest in the Premises under the lien and terms of this Trust Deed and to release homestead rights, in any, (b) is not personally liable on the Account Agreement or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Trust Deed or the Account Agraement, without that Grantor's consent and without releasing, that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.
- 11. Trustee has no duly to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated to record this fru. Deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts of 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
- 12. 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 evidence that ill indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.
- 13. Trustee or the Bank shall have the right to respect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Trustee may resign by instrument in writing fied in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, Inability or refusal to act of Trustee, 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 to reasonable compensation for all authorized hereunder.
- 15. The Account Agreement secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Account Agreement, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust reed in addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.
- 16. Any provision of this Trust Deed which is unenforceable or is invalid or curriary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shaft be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion ever been included herein.
- 17. If this Trust Deed is executed by a Trust, executes this Trust Deed as Trustee as alfiresaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly undrational and agreed by Trustee and the Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Account Agreement secured by this Trust Deed shall be construed as creating any liability on the personally to pay said Account Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Account Agreement secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Account Agreement, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Account Agreement.



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Simone Vans	a./	•
(Individual Grantor) IRMGARD RAMSA	(Individual Grantor)	*
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X 2120/07) 	
+	<u></u>	
(Individual Grantor) CHARLES E HAM		
Date:	Date:	
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ATTEST:	(Il Grantor is trustee under a Land Trust)	
	Abe Individual but colons no territor under Turat	
By:	Not Individual, but solely as trustee under Trust	
Title:	Agreement datedand known as Trust No	
10_	ByPresident	
0.	(1114)	
STATE OF ILLINOIS		
STATE OF ILLINOIS) \$\$:	
COUNTY OF COOK	, , , , , , , , , , , , , , , , , , ,	
COUNTY OF COUR		
I the undersioned a Notary	Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT	
IRMUARN P	AMERY and CHARLES L. HAMSAV wite El	husb
	e same pulson whose name(s) is subscribed to the foregoing instrument, appeared	
	d acknowledged that he signed, sealed and delivered the said instrument as his free	
	and purposes hersir, set forth, including the release and waiver of the right of	
nomestead.		
GIVEN under my hand and of	fficial seal, this day of FEBRUARY	
19 579		
ATTEST:		
aries.	My Commission Expires:	
Notary Public		
	"OFFICIAL SEAL" Alan Foinberg 1991.	
lts	"OFFICIAL SEAL"/	
	Alan Foinberg	
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	ry Public, State of Illinois	
	ry Public, State of Illinois pmmlassa Expires May 18, 1991	
Δ ₂ My Co	ry Public, State of Illinois	
dφ My Co	ry Public, State of Illinois	
COUNTY OF My Co	ry Public, State of Illinois ormalisms Expires May 18, 1991	
COUNTY OF My Co	ry Public, State of Illinois	
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GOUNTY OF 1, the undersigned, a Notary I	Public in and for the County and State aforesaid, DO HEFESY CERTIFY that	
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t, the undersigned, a Notary I I, the undersigned, a Notary I sames are subscribed to the foregoresident and Secretary, respective	Public in and for the County and State aforesaid, DO HEFERY CERTIFY that, a corporation, and, President of, a corporation, and, becomes a corporation, and, and, and, and	ţ
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