TRUST DEED

89119796

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89119796

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made March 1, 1989 , between American National Bank and Trust Company 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 Company in pursuance of a Trust Agreement dated May 1, 1987 and known as trust number 102604-04, herein referred to as "First Party," and Chicago Title and Trust Company herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of

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 from

date of dispursonant on the balance of principal remaining from time to time unpaid at the rate of Princ+2%Fltg kkkkkk for annum in instalments as follows: Interest Only Monthly

XXXXXX on the 1st day of April .

19 89 and Interst Only Monthly

Radaxes on the 1st " and of each " month as a 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 1st and day of March and 19 92. 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 instalment unless paid when due shall bear interest at the rate of severa 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

were in the countries to the invalidation of the property of the countries of the countries

PARCEL 11: UNITINEMBERSON, APILAND BY AND SOME SOME CONDOMINION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: APART OF LOTS 20, 21, 22, 23, 24 AND 25 IN DIVERSEY'S SUBDIVISION OF BLOCK 54 OF CANAL TRUSTRIES HEBUILISTON OF THE NORTH 1/2 OF THE CONTHEAST 1/4 AND THE CAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 331: TOWNSHIPS 40 MORTH, HANGE 114; EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL INDIS, WHICH SURVEY AS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88171668 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OF THE COMMON ELEMENTS. BOTH TO FOUND

PARCEL 2: * EASEMENTS FOR INGRESS, EGRESS, SUPPORT (AND UTILITIES FOR THE LENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126, AMENDED BY DOCUMENT NUMBER 88148708 AND 88171667.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR LIGHT AND AIR, AND FOR PEDESTRIAN INCRESS AND ECRESS AND EMERGENCY VEHICULAR TRAFFIC AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT 25505091.

PARCEL 4: EASEMENT FOR EXCLUSIVE RIGHT TO USE OF PARKING SPACES 2, 5, AND 6 AS DICEINEATED ON THE SURVEY ATTACHED AS EXHIBIT II TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126.

14-33-330-014

P.A. 1632 N. Kludson

THE PROVISIONS OF WHICH NOTE INCLUDING THE DUE ON SALE CLAUSE ARE HEREBY INCORPURATED HEREIN AND MADE PART DE AY REFERENCE

ich, with the proffits hereinafter diacribed, is referred to herein as the "premises," which, with the property heremafter discribed, is referred to bereit as the "premises,"

TOGETHER with all superovements, tenements, fixtures, and apportionness thereto belonging, and all rents inacts and proofs to long and during all such times as First Party; its successors or assigns may be chitted thereto twhich are headed primarily and on a party with asid feel istate and not secondarily, and all apparatus, equipment or attictes mow up hereufter therein or thereon word to apply beat, gas, air conditioning, which, power, refrequention (whether single units or centrally controlled), and ventilation, including initions restricting the foregoing, acreeds, window shades, storm doors and windows, floor coverings, insider beds, awnings, storms 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 amiliar apparatus, equipment or articles hereafter placed in the produces to First Party or its successors are assigns shall be considered as contituting part of the real estate.

THE HAYE AND TO HOLD the premises unto the asid Trustee, its successors and assigns, forever, for the gurposes, and upon the uses and trusts herein set forth.

If IS PHETHER UNIDENCEDIOD AND ACREED THAM.

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 assume to: (1) promptly report, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep asid premises to used condition and report, extinct a successors which may be secured by a left of the first pain for the not expressly subordanced in the her hereof; for pay when due any indebteniess which may be secured by a left or charge on the premises superior to the leen hereof, and upon requise exhibit satisfactory evaluates of such prior her to Trustee or to holders of the notes; (4) complete within a resourced time any building or hardings now or at any time in process of crection upon said greenises; (5) comply with all returnments of law or municipal addinances with retrieval to the premises when the second ordinance, (7) pay before any penalty attackes all sectoral taxes, and pay succial taxes, special assessments, water charges, awer across charges, and other charges accounts the premises when due, and upon written request, in the manner provided by statute, any lax or assessment which First Party now desire to context; (2) keep all buildings and improvements to manners companies and many sufficient either to pay the coast of many sufficient either to pay the coast of many sufficient either to pay the coast of replacing or reporting the same or to pay in full the indeptedness account for the benefit of the notion of the notion of the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NORTH COMMUNITY BANK 3639 NORTH BROADWAY CHICAGO, IL 60613 LOAN DEPT. ATTN:

BOX 333 - GG

INSTRUCTIONS

... RECORDER'S OFFICE BOX NUMBER

1632 N. Hudson

Chicago, Illinois

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK, 3639 N. BROADWAY, CHICAGO, ILL. Haham mue Kl.

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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 new artists of the note ray but note of expiration; the Turke of the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note in the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note of the hiders of the note ray but note of the note ray but note that the note of the note to protect the mortgaged premises and the lien hereof, plus rensonable 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 of the note hidders of the note shall never be considered as a waiver of any right accruing to them on account of any of the Trustee or the holders of the note hereby severed making any named to the note or the holders of the note hereby severed making any named to the note or the holders of the note hereby severed making any named to the note or the holders of the note hereby severed making any named to the note or the holders of the note hereby severed making any named to the note or the holders of the note hereby severed making any named to the note of the note of the note hereby severed making any named to the note of the note of the note hereby severed making any named to the note such contents the note of the note hereby severed making any named to the note severed making any named to the note shall be noted to the n

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relatings to laxes or sastasments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the category of such bill, statement or estimate into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice or First Party, its successors or assigns, all unpaid indebtedness accured by this trust of shall, natwithstanding anything in the note or in this trust deed to the contanty, become due and payable (a) immediately in the case of default making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns any of the things specifically sit forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any of the expression of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration on atherwise habiture of the nature.

time after the expiration of said three day period.

4. When the indehtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have right to foreclose the lien hereof, the any suit to foreclose the lien hereof, there shall be allowed and included as additional indehtedness in the decreasion of the superior of the expenses which may be paid or incurred by or no behalf of Trustee or holders of the note for attorneys' fees, in the decree of apparisor's fees, outlays for documentary and expert evidence, stenographers' charges, publication coats and costs (which may be estimated as to the expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee publicies. Torrens certifies and similar data and assurances with isspect to title as Trustee or holders of the new may deem to be reasonably necessary either to proceedings and expenses of the nature in this paragraph mentioned shall become so much additional indehtedness secured hereby and immediately and expenses of the nature in this paragraph mentioned shall become so much additional indehtedness secured hereby and immediately and proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defend necrously of such right to foreclosure sale of the greening of such right to foreclosure sale of 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 under a private of the private of the premises of the premises shall be distributed and applied in the following under a private of the premises of t

might ances the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any forcelosure sale of the premises shall be distributed and amplied in the following order of priority: First, on account of all coats and expenses incident to the forcelosure 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 nate, with interest thereon as herein provided; third, all principal and interest remaining unuald on the note; fourth, any overplus to First Purty, its legal representatives or assigns, as their rights may appear.

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 Trustie 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 first saturity period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, scope 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 assigns, see usual in such cases for the protection, possession, control, management and agreeation 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 ere, 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.

H. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be ubligated to record this trust deed to exercise any power herein given bless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of own grass negligence or miscondur, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising your herein given.

9. Trustee shall reliable this could be supported by the case of the exercising the case of the

its own gross negligence or miscondue, or that of the agents or employees of Truster, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust used and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness accured by this trust deed has been fully said; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either of the representation of satisfactory evidence that all indebtedness accured by this trust deed has been fully said; and Trustee the note representing that all indebtedness because the security of any person who shall, every senior 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 by a portificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description here in 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 so, which may be gressented and which conforms in substance with the description herein contained of the note and which purports to be executed on orbin of first Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, insbility or of all to see the feel dentical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable or ownsallon for all acts performed hereunder.

The Bank at any time and from time to time may change the rate of interest applicable to this Note by mailing to the undersigned at the address last appearing on the records of the Bank, written notice of such change (ind the effective date thereof; such superseding rate of interest shall be and become effective and interest at such rate shall begin to accrue on the unpaid principal balance herec, as of and on the effective date specified in such notice, unless, in the case of an increase in the interest rate, the undersigned, within ten (10) days after such effective date, no ifies the Bank in writing that such increase is not accepted and pays in full within scid ten (10) day period, the unpaid principal of and accrued interest on this Note.

The trustee hereby waives any and all right of redeniation from sale under any codes or decree of foreclosure of this Trust Deed on its own behalf and on behalf of count and every person except decree or judgment creditors of the trustee acquiring

THE CITE OF THE PLANT OF THE TOTAL COMPANY OF THE COMPANY OF CHICAGO PERSONALLY OF THE COMPANY OF THE

American National Bank and Trus' Company of Chicago



Trustee, as aforesaid, and not personally. By. VICE PRESIDENT Attest ASSISTANT SECRETARY

STATE OF ILLINOIS COUNTY OF COOK

DO HERBHY CERTIFY, that

NATIONAL BANK AND TRUST COMPANY OF CHICARDS publicing tracking association, and
Assistant Secretary of said national banking association, personally known to fife to be the same Shan And English of the foregoing instrument as such
this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein act forth; and the said Assistant Secretary did also then and there schnowledge that he, as custodian of the corpurate such of gaid national banking association, as a substituted the said corporate such of gaid national banking association, as Trustee, for the uses and purposes therein act forth; and the said Assistant Secretary did also then and there schnowledge that he, as custodian of the corpurate such of gaid national banking association, as Trustee, for the uses and purposes therein set forth.

The secretary did also then and there schnowledge that he, as custodian of the corpurate such of gaid national banking association, as Trustee, for the uses and purposes therein set forth.

The secretary did also then and there schnowledge that he, as custodian of the corpurate such of gaid national banking association, as Trustee, for the uses and purposes therein set forth.

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Naren E. Burne Notary Public, State of Illinos My commission Expires 8/27/90 ~~~~~~~~

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. THE VALLETY OF THE PROPERTY OF THE PROPER

The Instalment Note mentioned in the within Trust Deed has been identified 7<u>283</u>23

herewith under Identification No

SHUKETARY

COMPANY, THE THE