8 9 2 3 9 1 1 5 TRUST DEED

89239115

THIS INDENTURE, Made May 25 **, 19** 89 **, between** Brown & Portillo, Inc., an Illinois Corporation

herein referred to as "Mortgagors," and First National Bank of Mount Prospect, a National Banking Association

residing in Mount Prospect **, Illinois, (herein referred to as Trustee"), witnesseth:**

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100---------Dollars ($1,750.000.00), evidenced by one certain Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of P+0%* % per annum prior to maturity as follows:
P+0%*=lender's prime rate, floating, minimum loan interest rate of 9½%, maximum of 13%
ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100---------Dollars ($1,750,000.00), on ~~the~~ ~~day of~~ DEMAND ~~19~~ . All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of P+3%* per cent per annum. P+3%*=3% over lender's prime, floating

NOW, THEREFORE, the Mortgagors 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 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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Villages & City described below County of Cook and State of Illinois, to wit:

LEGAL DESCRIPTIONS ATTACHED HERETO AND MADE A PART HEREOF

Property addresses:

~~5601 W. Lawrence Ave., Chicago, Illinois~~
2935 W. Central, Evanston, Illinois
8245 S. Kedzie, Chicago, Illinois
5301 Cermak Rd., Cicero, Illinois
8015 S. Halsted, Chicago, Illinois
805 W. 111th Street, Chicago, Illinois
6126-28 W. Dempster, Morton Grove, Illinois
1780 W. Irving Park Rd., Hanover Park, Illinois

Document prepared by: Byron T. O'Connor, Vice President, First National Bank of Mount Prospect, One First Bank Plaza, Mount Prospect, IL

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, 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 (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and equipment of every kind 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, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks 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 the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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, 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 the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) shall 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, except taxes and other governmental assessments not overdue; (3) shall 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) shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) shall comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) shall make no material alterations in said premises except as required by law or municipal ordinance, without prior written consent of Trustee or holders of the Note being first had and obtained; and (7) shall not sell, transfer, assign or otherwise alienate (whether by land contract or otherwise), or encumber or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien hereof) to exist upon the premises, or any part thereof, or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or to holders of the note 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 and such other hazards or contingencies as the holders of the note may require under policies providing 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 Mortgagors shall fail to perform any covenants herein contained, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore 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 redeem from any tax sale or forfeiture affecting said premises or contest any tax 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 option of the holders of the Note, and without notice to Mortgagors, 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) in the case of default for ten days in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

BOX 334

7. 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 reasonable 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. 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 proceeding, 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 (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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 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 of 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 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 obliged 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.

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 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 by the persons herein designated as the makers thereof, 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 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 resignation, inability or refusal to act of the above-named Trustee, then the Chicago Title and Trust Company, of Cook County, Illinois, shall be and it is hereby appointed 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 Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

16. The Trustee, individually, may buy, sell, own and hold the Note or any interest therein, before or after maturity, and whether or not a default shall have occurred or exists, and said Trustee as a holder of the Note or any interest therein and every subsequent holder thereof shall be entitled to all the same security and to all the same rights and remedies as are in this Trust Deed given to the holder of the Note with like effect as if said Trustee were not the Trustee under this Trust Deed. No merger of the interest of said Trustee as a holder of the Note and as Trustee hereunder shall ever be deemed to have occurred or happened. Any actions or remedies provided in this Trust Deed to be taken by the Trustee or the holder of the Note may be taken jointly by the Trustee and any holder of the Note.

Witnesses the hand ..... and seal ..... of Mortgagors the day and year first above written.

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

By [signature] (SEAL) _____ (SEAL)

Frank Portillo, President

_____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS
County of COOK } SS.

I, Carol J. Gruenerich

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Frank Portillo, President

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

GIVEN under my hand and Notary Seal this 25th day of May A.D. 19 87

Carol J. Gruenerich
Notary Public.

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IMPORTANT	The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. T0692
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.	First National Bank of Mt. Prospect, as Trustee By Elizabeth C. Schlaver Trust Officer

BFC Form 22252

LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

Lots 29 to 31, both inclusive, in Westerlawn, a Subdivision of Lots 9 to 12, both inclusive, in the County Clerk's Division in the South East fractional 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1915 in Book 140 of Plats, Page 37, as Document 5772365, in Cook County, Illinois.

Property commonly known as: 2935 West Central
Evanston, Illinois

Permanent Tax Nos.: 05-33-428-009
05-33-428-010
05-33-428-011

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X _____
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER) AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

Lots 21 through 30, inclusive, and the South 14 Feet of Lot 31 in Block 5 in Alberta Park Addition, a subdivision of the South West ¼ of the North West ¼ of Section 36, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 8245 South Kedzie
Chicago, Illinois

Permanent Tax Nos. 19-36-124-021
19-36-124-022
19-36-124-061
19-36-124-062
19-36-124-063

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X _____
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

Lots 1 to 10 inclusive in Block 16 in Hawthorne Land and Improvements Company's Addition to Morton Park, being a Subdivision of the East 1/2 of the Northwest 1/4 of Section 28, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 5301 Cermak Road
Cicero, Illinois 60650

Permanent Tax Nos.: 16-28-102-009
16-28-102-016
16-28-102-036

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X Frank Portillo
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

Parcel 1:

Lot 1 (except the West 40 Feet thereof) in Barnhart's Subdivision of the 131.01 Feet, lying South and adjoining the North 12 Chains 30 Links of the North West ¼ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, lying West of the Chicago Rock Island and Pacific Railroad in Cook County, Illinois;

Parcel 2:

The North 24 Feet 9 Inches of Lot 28 in Block 3 in Osburn's Subdivision of part of Lot 2 in Assessor's Division of the West ½ of Section 33 and that part of the South East ¼ of Section 32 lying East of the Rock Island Railroad, all in Township 38 North, Range 14 East of the Third Principal Meridian, (except the North 3 Acres thereof), in Cook County, Illinois.

Property commonly known as: 8015 South Halsted
Chicago, Illinois

Permanent Tax Nos. 20-33-108-005
20-33-108-006

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X _____
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

The North 125 Feet of East 9 Feet of Lot 16 and the North 125 Feet of Lots 17, 18, 19 and 20 and the North 125 Feet of Lot 21 (except part taken for Halsted Street) all in Block 13 in First Addition to Sheldon Heights West, a subdivision in the East ½ of the North East ¼ of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 805 W. 111th Street
Chicago, Illinois

Permanent Tax No. 25-20-205-014

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY: X _____
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

Lots 348, 349 and 350 in Oliver Salinger and Company's Second Dempster Street Subdivision in the East ½ of the South West ¼ of Section 17, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 6126-28 West Dempster
Morton Grove, Illinois

Permanent Tax Nos. 10-17-315-029
10-17-315-030
10-17-315-031

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X _____
Frank Portillo, President

89239115

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LEGAL DESCRIPTION ATTACHED TO AND MADE A PART OF A CERTAIN TRUST DEED AND ASSIGNMENT OF RENTS DATED MAY 25, 1989 BETWEEN BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION ("MORTGAGOR" & "OWNER") AND FIRST NATIONAL BANK OF MOUNT PROSPECT ("TRUSTEE")

The West 110.0 Feet of Lot "B"-31 of the Subdivision of Lot "B" of Hanover Gardens being a Subdivision of part of the South East ¼ of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 1780 West Irving Park Road
Hanover Park, Illinois

Permanent Tax No. 06-25-411-017

BROWN & PORTILLO, INC., AN ILLINOIS CORPORATION

BY:X _____
Frank Portillo, President

DEPT-01 $31.00
T#1111 TRAN 5001 05/25/89 15:17:00
#2627 # A *-89-239115
COOK COUNTY RECORDER

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