

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made AUGUST 2 19 90, between Bridgeview Bank & Trust Company, Bridgeview, Ill, an Illinois Banking Corporation, not personally but as Trustee under the Provision of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated MARCH 28, 1988 and known as Trust Number 1-1657, herein referred to as "First Party," and

BRIDGEVIEW BANK & 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

ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED 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 from on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent per annum ~~EXCEPT ON MONDAYS~~ ~~EXCEPT~~ AND AT THE VARIABLE RATE THEREAFTER OF 1.00% PERANNUM ABOVE THE PRIME RATE OF THIS LENDER, SUCH RATE TO BE CHANGED ON THE DAY OR DAYS SAID PRIME RATE IS CHANGED.

-----day of each-----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 30TH day of JANUARY 1991 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 then highest rate permitted by law, and all of said principal and interest being made payable at such banking house or trust company, 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 BRIDGEVIEW BANK & TRUST COMPANY

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:

THE WEST 60.00 FEET OF LOTS 1 AND 2 IN FRANK DELUGACH'S GERTRUDE HIGHLANDS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH-WEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.00
T6444 TRAN 0286 08/22/90 13:12:00
#6910 + D *90-409810
COOK COUNTY RECORDER

-90-409810

PLN# 18 36 305 013

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, heat, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major 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, its 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

TO: NAME-BRIDGEVIEW BANK & TRUST COMPANY
F: STREET 7490 SOUTH HARLEM AVENUE
I: CITY BRIDGEVIEW, IL 60455

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE.

7715 WEST 83RD STREET
THIS DOCUMENT PREPARED BY
PETER E. HALEAS, ATTORNEY-AT-LAW

INSTRUCTIONS RECORDER'S OFFICE BOX NO. 206

7940 SOUTH HARLEM AVENUE
BRIDGEVIEW, IL 60455

13-00

Orland 98504915 51240586

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO...

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to repair, reconstruct or rebuild any buildings or improvements now or hereafter on the premises...

2. The Trustee or the holders of the note secured hereby shall have the right to file a bill, statement or estimate procured from the appropriate public authorities...

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...

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 hereon. In any suit to foreclose the lien hereon...

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...

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 said foreclosure sale...

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 to any existence of any lien or other encumbrance on the premises...

9. Trustee shall release this trust deed and the lien thereon upon the presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

10. Trustee may resign by instrument in writing filed with the County Clerk of Cook County, Illinois in which this instrument shall have been recorded or filed. In case of the resignation, the duties and powers of Trustee shall be exercised by the Successor Trustee...

11. Without the prior written consent of the Trustee, no person shall be permitted to lease, mortgage, convey, or otherwise dispose of any part of the premises hereunder.

12. This Trust Deed shall secure any future advance made by the Mortgagee to the mortgagor at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure an advance in excess of \$107,500.00.

It is provided that nothing herein contained shall be construed to limit the amount that will be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

THIS TRUST DEED is executed by the BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Illinois, as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in said Trustee...

IN WITNESS whereof, BRIDGEVIEW BANK & TRUST COMPANY, Bridgeview, Illinois, has caused these presents to be signed by its Vice-President, and its Secretary, and their names and seal first above written.

BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS, a corporation organized and existing under the laws of the State of Illinois.

STATE OF ILLINOIS))
COUNTY OF COOK))
JEFF PAGNI

MITSY H. ACHTERHOF, VICE PRESIDENT
DAVID J. ALTEPETER, SECRETARY

Notary Public in and for the State of Illinois, DOUBLEDAY T. LEVY, JR., President of the BRIDGEVIEW BANK & TRUST COMPANY, BRIDGEVIEW, ILLINOIS.

Official Seal: JEFF G. PAGNI, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 10/10/99.

Given under my hand and official seal this 2nd day of August, 1988.

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

90409810

This statement was made in a note within Trust Deed has been identified herewith by Identification No. BRIDGEVIEW BANK AND TRUST CO. TRUSTEE

Vice President