

LASALLE BANK

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TRUST DEED
SECOND MORTGAGE FORM

MATTESON RIVER OAKS
Matteson Illinois Calumet City Illinois

THIS TRUST DEED made this 4th day of October, 1990, between Frank H. Gill
Company

of the Village of Lansing County of Cook

and State of Illinois (hereinafter, whether one or more, and if more than one, jointly and severally, called "Mortgagor" and LaSalle Bank Matteson, an Illinois banking corporation, doing business and having its principal office in Matteson, Illinois, as Trustee, (hereinafter called "Trustee")
WITNESSETH:

WHEREAS Mortgagor is justly indebted to the legal holder(s) of the Trust note hereinafter described, in the sum of Twenty
Five Thousand and 00/100 Dollars

is \$ 25,000.00 which indebtedness is evidenced by Mortgagor's Trust note, the identity of which is evidenced by an identification number corresponding to the identification number of this Trust Deed, of even date herewith, made payable to THE ORDER OF LaSalle Bank Matteson, and upon the terms and provisions as provided therein, hereinafter "Note" and delivered in and by which Note, Mortgagor promises to pay said indebtedness in monthly installments as provided therein, with the final installment, if not sooner paid, due and payable on April 1, 1991 and

WHEREAS, the indebtedness evidenced by the Note and all extensions and renewals thereof, in whole or in part to the extent permitted by applicable law, all costs and disbursements, including, without limitation, reasonable attorneys' fees, incurred by Trustee and or holder of the Note in legal proceedings to collect the debt evidenced by the Note or to realize upon any Collateral, as defined in the Note after Default (as hereinafter defined in paragraph 9 hereof), and any and all other sums which at any time may be due or owing or required to be paid as provided in this Trust Deed or in the Note, are hereinafter called the "Indebtedness secured hereby". The legal holder(s) of the Note are hereinafter, whether one or more, called "Holder of the Note". The unearned portions of the FINANCE CHARGE and insurance charge(s), if any, determined as set forth in the Note are hereinafter called "Unearned Charges".

NOW, THEREFORE, Mortgagor, to secure the repayment of the indebtedness secured hereby in accordance with the covenants and agreements herein and in the Note contained, and the performance and observance of the covenants and agreements of Mortgagor as herein and in the Note contained, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant unto Trustee, its successors and assigns, the following described real estate:

lots 10, 11, 12 and 13 in Block 2 in Henry Cook's Subdivision of the North 337 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 13 lying East of the Railroad, East of the Third Principal Meridian, in Cook County, Illinois

PTN: #30 30 402 004, 005, 006, 007

DEPT-01 RECORDING \$15.25
16888 TRAV 3894 10/12/90 14:38:08
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COOK COUNTY RECORDER

15.00

which, together with the property hereinafter described, is called the "Premises".

TOGETHER with all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, heretaken appurtenances now or hereafter thereunto belonging or pertaining; and any and all rights and interests of every name and nature now or after owned by Mortgagor, forming a part of or used in connection with the real estate or the operation and convenience of the building, improvements located thereon, including, by way of enumeration but without limitation, all equipment owned by Mortgagor and used or useful in the operation of the real estate or improvements thereon or furnished by Mortgagor to tenants thereof, all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), and all floor covering, screens, storm windows and doors, window shades, blinds, awnings, stoves, refrigerators, dishwashers, disposal units, range hoods, water heaters and blowers; in each case now or hereafter placed in, on or at the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated.

AND TOGETHER WITH all of the rents, income, receipts, revenues, issues and profits thereof and therefrom.

AND all of the land, estate, property and rights hereinabove described and hereby conveyed and intended so to be, whether or not affixed or annexed to the real estate, are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate and for the purposes hereof shall be deemed to be real estate conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Trustee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are hereby expressly released and waived, for the purposes, uses and trusts herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness secured hereby or the breach of any covenant or agreement herein contained, or upon the occurrence of any Default (as hereinafter defined in paragraph 9 hereof).

This document was prepared by:

90501786

(Name) Dorothy Bartczak

(Address) 1701 River Oaks Drive

Calumet City, Illinois 60409

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27. Provisions Severable. Wherever possible, each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Trust Deed be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Trust Deed.

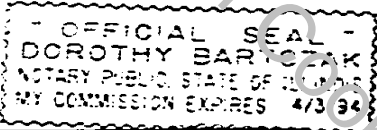
IN WITNESS WHEREOF, Mortgagor has executed and delivered this Trust Deed on the day and year first above written.

FRANK H. GILL COMPANY
BY: Charles F. Gill
President
BY: John E. Gill
Vice President/Secretary/Treasurer

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles F. Gill to be the President and John E. Gill the Vice President/Secretary/Treasurer of the Frank H. Gill Company who are personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 Notarial Seal this 5th day of October, 19 80



Dorothy Bartok
Notary Public

My Commission Expires: _____

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY LASALLE BANK MATTESON, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification Number _____

LaSalle Bank Matteson, Trustee

By: _____
Assistant Trust Officer
Assistant Secretary
Assistant Vice President

90501758

MAIL TO:

LaSalle Bank River Oaks
1701 River Oaks Drive
Calumet City, Illinois 60409

For Recorder's index purposes, insert street address of above described Premises here.

2859 Bernice Road
Lansing, Illinois 60438

Place in Recorder's Office

Box Number _____

