

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made October 27 19 89, between The Cosmopolitan National Bank 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 Bank in pursuance of a Trust Agreement dated October 23, 1989 and known as trust number 29339 and herein referred to as "First Party," and LaSalle Bank Lake View an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of one-hundred eighty-five thousand and no/100-----Dollars,

made payable to BEARER.

which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at

\$18.00

Prime Commercial Interest Rate as established from time to time plus one and one-half Per Cent payable as follows:

Accrued interest only on the balance of funds actually disbursed from time to time on the first (1st) day of December 19 89 and continuing on the first (1st) day of each calendar month thereafter, except that the final payment of accrued interest plus the entire principal balance, if not sooner paid, shall be due on the first (1st) day of May, 1990

Any principal interest paid when due shall bear interest after maturity at the default rate of Two Per Cent (2%) above the Note Rate per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of LaSalle Bank Lake View, 3201 N. Ashland Ave., Chicago, IL 60657.

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:

See Rider Attached and made a part of for legal Description:

See Rider attached hereto and made a part hereof:

COOK COUNTY, ILLINOIS

1989 OCT 15 PM 2:12

90504362

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 party with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, light, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, in-door 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 or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the units and trust herein set forth.

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 assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien 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, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches to the premises, taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under process, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of rebuilding 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 to deliver all policies, including additions and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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

DELIVERY

NAME:

ADDRESS:

CITY:

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY
LASALLE BANK LAKE VIEW
3201 N. ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

JUDY KELLY

or RECORDER'S OFFICE BOX NO. 146

for information only insert street address of above described property.

UNOFFICIAL COPY

per annum. Inaction of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note shall have the right to make any and all inquiries 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 thereon.

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, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

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 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic notes, publication costs and costs which may be estimated as to items to be expended in any of the decrees of proceeding 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 proceedings, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness secured hereunder, or (b) preparations for the defense 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.

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, 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 First Party, its legal representatives or assigns, as their 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 to the solventcy 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 First Party, its successors or assigns, 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, preservation, 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 debt, 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated 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 indemnity satisfactory to it before exercising any power herein given.

9. 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, execute 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 required 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 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 note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. 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 Trustee, the then Recorder or Clerk of the county in which the premises are situated shall be Successor in Trust. Any successor 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.

11. This Mortgage secures the full payment of any other indebtedness or liability of Mortgagors or any of them to the Mortgagee, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, while this Mortgage is in effect, however created and however evidenced.

12. The entire proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404, Paragraph 4, Illinois Revised Statutes, and the indebtedness secured hereby constitutes a "business loan" which comes within the purview of said Chapter, Section and Paragraph.

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Cosmopolitan National Bank of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, The Cosmopolitan National Bank of Chicago, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually, shall have no obligation to see to the performance or nonperformance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, the day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally,

IN WITNESS WHEREOF, Grantor(s) ha ve signed this deed, this 23rd day of October, 19 89

90504362

ENT

HER

Mark C. Brun
Mark C. Brun

Carole A. Brun
Carole A. Brun

State of Illinois
County of Cook } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Mark C. Brun & Carole A. Brun, his
wife as joint tenants

personally known to me to be the same person 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

LINDA DAVIS
Notary Public, State of Illinois
My Commission Expires Feb. 7, 1994

Given under my hand and notarial seal this 15th day of OCTOBER, 19 90

Sandra Steffens

IMPORTANT
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.

The Notary Public
here
"OFFICIAL SEAL"
SANDRA STEFFENS
Notary Public, State of Illinois
My Commission Expires May 22, 1991

TRUST OFFICER

90504362

UNOFFICIAL COPY

THIS TRUST DEED IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED OCTOBER 21, 1989 EXECUTED BY COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 23, 1989 AND KNOWN AS TRUST #29339 AND MARK C. BRUN AND CAROLE A. BRUN FOR \$185,000.00.

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgagors agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

IMPORTANT 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.		TRUST OFFICER The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. <u>6174</u> <u>LaSalle Bank Lake View</u>
NOTARY PUBLIC My Commission Expires Feb. 7, 1994 LINDA DAVIS "OFFICIAL SEAL" Notary Public, State of Illinois and Notarial Seal, No. <u>1511</u> , dated <u>15th</u> day of <u>October</u> , A.D. 19 <u>90</u>		
The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Trust Officer, <u>LaSalle Bank Lake View</u> , is duly qualified and authorized to execute and acknowledge the foregoing instrument as such Assistant Trust Officer of the COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me in the same person whose name was subscribed to the foregoing instrument on the day and voluntary act of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth.		
STATE OF ILLINOIS } COUNTY OF COOK } SS.		
Attest <u>[Signature]</u> By <u>[Signature]</u> ASSISTANT TRUST OFFICER, ASSISTANT CASHIER		
11. This Mortgage secures the full payment of Mortgages of any of them to the Mortgagors or several, absolute or contingent, now or in effect, however created and however		

90504362

Property of Cook County Clerk's Office

THIS INDENTURE, made October 27, 1989, between The Cosmopolitan National Bank 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 Bank in pursuance of a Trust Agreement dated October 23, 1989 and known as trust number 29339 and herein referred to as "First Party," and LaSalle Bank, Lake View an Illinois corporation herein referred to as TRUSTEE, witnesseseth:

THE ABOVE SPACE FOR RECORDS USE ONLY

00000000000000000000000000000000

THURSDAY

Research under identification

As mentioned above mentioned in the within that lead has been identified

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

Northrup Public

15th Dec 1990

"OFFICIAL SEAL"
LINDA DAVIS
Notary Public, State of Illinois
My Commission Expires Feb. 7, 1984

[illegible]

STATE OF ILLINOIS
COUNTY OF COOK
SS.

Attest _____
RESISTANT TRUST OFFICER, RESISTANT CASHIER

ASSISTANT VICE-PRESIDENT

5113

[illegible][illegible]

AMORTIZATION FORM OF
TRUST DEED

THE ABOVE SPACE FOR RECORDS USE ONLY

THIS INDENTURE, Made October 27 19 89, between The Cosmopolitan National Bank 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 Bank in pursuance of a Trust Agreement dated October 23, 1989 and known as trust number 29339 and herein referred to as "First Party", and LaSalle Bank, Lake View an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of one-hundred eighty-five thousand and no/100-----Dollars,

made payable to BEARER. which said Note the First Party promises to pay out that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest

on the balance of principal remaining from time to time unpaid at

Prime Commercial Interest Rate as established from time to time plus one and one-half per cent payable as

Interest on the balance is to be paid on the first day of each month commencing on the first day of the month next following the date of the last payment made on the balance, and if not so paid, shall be due on the first day of the month next following the date of the last payment made on the balance, except that if the balance is not paid on the first day of the month next following the date of the last payment made on the balance, it shall be due on the first day of the month next following the date of the last payment made on the balance.

Any principal unless paid when due shall bear interest at the default rate of two per cent (2%) above the then current per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the holder of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of LaSalle Bank Lake View, 3201 N. Ashland Ave., Chicago, IL 60657.

AND STATE OF ILLINOIS, to wit:

See Rider Attached and made a part of for legal description:
See Rider attached hereto and made a part hereof:

See Rider attached hereto and made a part hereof:

1990 OCT 15 PM 2: 12 90504362

COOK COUNTY, ILLINOIS

[illegible]

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

[illegible]

DELIVERY

10 0211000 COIN C, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

פארוואנדלונג פון דער שטח
צו א געזונדן און שטארקן

АТІСЯ ХОНІ

RESEARCH

for information only insert street address of above described property.

10

OF RECORDERS OFFICE BOX NO.

29340505

THIS INDEX IS ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED OCTOBER 23, 1989 EXECUTED BY COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 23, 1989 AND KNOWN AS TRUST #29339 AND MARK C. BRUN AND CAROLE A. BRUN FOR \$185,000.00.

It is understood that in addition to the above mentioned monthly principal and interest payment, the Mortgages agree to deposit in an escrow account one-twelfth (1/12th) of the estimated improved real estate tax bill or the last ascertainable improved tax bill monthly from year to year on a "when issued and payable" basis. It is also understood that the trustee or the holder of the Note will pay no interest for any monies deposited in said escrow account.

In the event Mortgages shall convey title to any person or persons other than the Mortgages or shall suffer or permit Mortgages' equity of redemption in the property described in this Mortgage to become vested in any person or persons other than Mortgages (except when such vesting results from devise or operation of law upon death of any individual executing this Mortgage and the Note secured by this Mortgage), then in any such event the Mortgage is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgages hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage. In the event of the Mortgages' failure to proceed to foreclose this Mortgage, and said Mortgages may also immediately proceed to foreclose this Mortgage, in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Mortgages of any mortgage payments made by any person or persons other than the Mortgages shall not be deemed a waiver by the Mortgages of its right to require or enforce performance of this provision or to exercise the remedies hereunder. For the purpose of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof, or any one or more or combination of the foregoing. Whenever the Mortgages shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgages and to the Mortgages' successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgages and of the Mortgages' successors in title as recorded upon the books of the Mortgages, but if no such address be so recorded then to the address of the mortgaged property.

MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("IMFL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN AND EACH AND EVERY PERSON (EXCEPT JUDGEMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE) ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. Further, Mortgages waives the benefit of all appraisement, valuation, stay or extension, and any reinstatement rights (e.g., as under Section 15-602 of the IMFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein hereunder of the The Beneficiary of the First Party shall not permit assignment, pledge or transfer of the beneficial interest or conveyance of the real estate in Trust #29339 and Mark C. Brun and Carole A. Brun without the prior written consent of the legal holder of the Note.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note.

The word "Mortgage" shall mean "Trust Deed" when applicable.

Mortgages hereby waives any and all rights of homestead exemption in the Real Estate.

"First Party" shall also mean "Mortgages".

Exhibit A

Legal Description

Parcel 1

Lot 127 in John P. Altefeld's Subdivision of Blocks 1,2,3,4,7 and the half block 9 in the subdivision of that part lying Northeasterly of the center of Lincoln Avenue of the North West 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.# 14-29-105-032-0000

Parcel 2

West 30 feet, of East 60 feet, of lot 4 in Block 4 in Oliver L. Watson's Addition Ave. Addition to Chicago being a Subdivision of Northwest 1/4 of Southwest 1/4 of Section 29, Township 40 North, Range 14 lying East of the third principal meridian in Cook County, Il.

P.I.#13-29-305-038

This is a junior mortgage as to parcel 2 only.

S0504362