

INSTALLMENT FORM OF TRUST DEED

(USE WITH NOTE FORM CBE-6)

762978

90201068

THE ABOVE SPACE FOR RECORDERS USE ONLY

NORTHERN ILLINOIS TITLE INSURANCE CO. 10081-C-0689

THIS INDENTURE, Made May 1 1990, between Community Bank & Trust Company of Edgewater, an Illinois 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 April 13, 1990 and known as trust number 90-04-534 herein referred to as "First Party," and Chicago Title and Trust Company 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 TWO HUNDRED THIRTY ONE THOUSAND TWO HUNDRED AND NO/100THS Dollars,

made payable to BEARER Community Bank and Trust Company of Edgewater 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 and accrued on the balance of principal remaining from time to time unpaid and accrued Payable in accordance with terms stated on note, notes or renewals of them which this mortgage secures

hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of May 1992. 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 rate of seven 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 COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER in said City,

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 North 25 Feet of Lot 66 and Lot 67 (except the North 17 Feet thereof) in the Subdivision of the South 1/4 of the East 1/2 of the Northwest 3/4 (except the East 569.25 feet thereof) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 4427-29 N. Beacon, Chicago, Illinois

P.I.N. 14-17-123-005

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which, with the projects hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, increments, assessments, fixtures, and appurtenances thereto belonging, and all rents, issue, 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 attached to or upon the premises, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are 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 of 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 covenants and trusts 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 mechanic's 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 all general 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 protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for 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 to deliver all policies, including additional 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 date 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 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.

DELIVERY & PREPARED BY: Community Bank and Trust Co. of Edgewater RECORDER'S OFFICE BOX NO. NAME: Mark E. Frighetto ADDRESS: 5340 N. Clark Street CITY: Chicago, Illinois 60640 for information only insert street address of above described property.

90201068

Stamp: MAY 11 1990

Handwritten initials/signature

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER... NOTARY PUBLIC STATE OF ILLINOIS... DOROTHY KUTA... OFFICIAL SEAL... MY COMMISSION EXPIRES 10/25/93

Given under my hand and notarial seal this 1st day of May A. D. 1990

Mark E. Ritzetto, Vice-President of COMMUNITY BANK & TRUST COMPANY OF EDGEWATER... Cathee Laughlin, Assistant Cashier of said Bank...

THE UNDERSIGNED... Attest... COMMUNITY BANK & TRUST COMPANY OF EDGEWATER AS TRUSTEE AS FOLLOWS AND NOT PERSONALLY...

THIS TRUST DEED is executed by the undersigned Trustee, not personally... and it is expressly understood and agreed by the parties here...

and payable. I declare all the sums secured by this mortgage to be immediately due... Less not containing an option to purchase, Lender may, at Lender's option...

1. The Trustee or the holders of the note shall have the right to enforce the payment of the note... 2. The Trustee or the holders of the note shall have the right to enforce the payment of the note...

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