

THE ABOVE SPACE FOR RECORDERS USE ONLY

90299143

THIS INDENTURE, Made June 14 1990, between The Midwest Bank and Trust Company, a Banking Corporation, 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 May 3, 1977 and known as trust number 77-05-2054 herein referred to as "First Party," and BANK OF COMMERCE & INDUSTRY 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 FORTY SIX THOUSAND SEVENTY FOUR AND 04/100 Dollars,

made payable to BANK OF COMMERCE & INDUSTRY 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 from June 14, 1990 on the balance of principal remaining from time to time unpaid at the rate of 13.76 per cent per annum in installments as follows: Eighty Four (84) monthly installments of FIFTY HUNDRED FORTY EIGHT AND 51/100 (\$548.51)-----

Dollars beginning on July 15, 1990 and thereafter on the same day of each successive month until paid in full. If the entire indebtedness hereunder has not been fully paid, a final payment equal to the unpaid balance of indebtedness evidenced hereby and interest thereon shall be due & payable on 6/15/91 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 eight 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 BANK OF COMMERCE & INDUSTRY 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 then in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, release, alien and convey with the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit No. 205 as Delineated on Plat of Survey of the following described Parcel of Real Estate (Hereinafter referred to as "Parcel") the South Half of Lot 3 all of Lots 4,5 and 6 (Except that part of Lots 5 and 6 which lies Northwesterly of a Line drawn from a point in the Northerly Line of Lot 5, said Point being 67.0 Feet Southeasterly of the Northwesterly Corner of Lot 5 to a Point in the Southerly Line of Lot 6, said Point being 65.0 Feet Southwesterly of the Southwesterly Corner of Lot 6 in H.P. Kelder's Resubdivision of Lots 12 to 17 inclusive in Block 64 in Norwood Park a Subdivision in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois which Plat of Survey is attached as Exhibit C to Declaration of Condominium made by First Bank of Oak Park, A Corporation of Illinois, As Trustee Under Trust Agreement Dated August 1, 1968 and known as Trust No. 8484, Recorded in office of the Recorder of Deeds of Cook County, Illinois as Document No. 22 45 2654 Together with an Undivided 2.45% Interest in said Parcel (Excepting from Said Parcel all the Property and Space Comprising all the Units Thereof as Defined and Set Forth in Said Declaration and Survey).

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 rent, 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, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including without restriction, screens, window shades, storm doors and windows, door 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 uses 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 mechanic's or other liens or claims for lien not expressly subordinated in 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 discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or hereafter in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and thereon; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before the same are due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, the amount 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 said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company 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 accordance with the policy; (10) deliver 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, all 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 of manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, or otherwise 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 meet 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, shall be 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: BANK OF COMMERCE & INDUSTRY ADDRESS: 6100 N. NORTHWEST HIGHWAY CITY: CHICAGO, IL 60631

or RECORDER'S OFFICE BOX NO. for information only insert street address of above described property.

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