

NOTICE OF PUBLIC SALE

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 holder of the note may, but need not, make any payment or performance in connection therewith, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and may discharge or compromise or settle any claim or lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or any part thereof, or any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and all expenses paid or incurred hereof, plus reasonable compensation to Trustee for such 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 3% per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry 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 thereof.

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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring 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 held pursuant to such decree the true condition of the title to or the value of the premises. All expenses, disburse and expenses of the nature of the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate equivalent to the past maturity rate set forth in note secured hereby per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to enforce the payment of any sum for the foreclosure hereof or other actual or such right to foreclose whether or not actually commenced, or (b) proceedings 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 remain unpaid on the note; fourth, any surplus to First Party, its legal representative 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, without regard to the solvency 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 any other 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 times 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 case, for the protection, possession, 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 decree, 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. 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 to do so in terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien hereof 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, produce 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 requested of a successor Trustee may accept as the genuine note hereof a note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description hereof, or a note which bears a certificate of identification purporting 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 of identification 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 hereof contained of the note and which purports to be executed on behalf of First Party.

9. 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 and filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder 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.

10. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

11. To provide for payment of taxes, assessments, and insurance premiums, First Party, its successors or assigns, shall deposit with the Trustee or holder of notes on each monthly payment date an amount equal to one-twelfth of the annual taxes, assessments levied against said premises and one-twelfth the annual premiums of all insurance as determined by the most recent ascertainable amount. As taxes and assessments become due and payable and as insurance policies expire or premiums thereon become due, the Trustee or holder of the notes is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, First Party, its successors or assigns, agree to pay any difference forthwith. In the event of any default hereunder or in the note, Trustee or the holder of the notes may at its option, without being required to do so, apply any monies on deposit hereunder, on any of the obligations of First Party, its successors or assigns, herein or in the notes, in such manner as Trustee or the holder of the notes may elect. Such deposits are to be held without any allowance of interest.

SEE TRUST RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUN 26 PM 12:02

90303512

THIS TRUST DEED is executed by the **Cole Taylor Bank**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said **Cole Taylor Bank**, personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said **Cole Taylor Bank**, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the said **Cole Taylor Bank**, personally, for the payment thereof, by the enforcement of the lien hereof, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any. **WITNESS WHEREOF**, **Cole Taylor Bank**, not personally but as Trustee as aforesaid, has caused these presents to be signed by its **V.P.** Trust Officer and its corporate seal to be hereunto affixed and attested by its **Secretary**, the day and year first above written.

By **Carol L. Ennis** TRUST OFFICER
Attest **Phyllis Lindstrom** Vice President
Asst. SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

I, **Linda L. Horcher**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Carol L. Ennis**, Vice President and **Phyllis Lindstrom**, Assistant Secretary of said Illinois banking corporation, and **Phyllis Lindstrom**, Vice President of said Illinois banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Trust Officer** and **Assistant Secretary**, respectively, appeared before me this day of **April**, 1990, in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Illinois banking corporation, did affix the said corporate seal of said Illinois banking corporation to said instrument of his own free and voluntary act and as the free and voluntary act of said banking corporation as Trustee, for the uses and purposes therein set forth.

OFFICIAL SEAL
LINDA L. HORCHER
NOTARY-PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 9/18/90

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 instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. **COLE TAYLOR BANK** Trustee

RIDER ATTACHED TO TRUST DEED DATED APRIL 20, 1990 SECURING AN
 INSTALLMENT NOTE IN THE AMOUNT OF \$130,000.00 TO COLONIAL BANK.
 HOLDER OF THE NOTE

1. The amount due hereunder may be accelerated at the option of
 the Trustee or Holder of the Note if the premises specifically
 described in this Trust Deed are assigned, sold or transferred in
 any manner, including but not limited to deed, assignment, bill
 of sale or Articles of Agreement, without prior written
 acknowledgement of the Trustee or Holder of the Note; prepayment
 by the First Party to be made without penalty.

2. The amount due hereunder may be accelerated at the option of
 the Holder of the Note secured hereby if there is filed by or
 against First Party, Beneficiaries of the aforesaid trust, or
 Guarantors, or any affiliate or subsidiary of any such First
 Party, Beneficiaries, or Guarantors a petition in bankruptcy or
 insolvency or for reorganization or for the benefit of creditors
 unless within thirty (30) days after such occurrence, the
 proceeding is dismissed.

3. The amount due hereunder may be accelerated at the option of
 the Trustee or Holder of the Note if the premises specifically
 described in this Trust Deed or any portion thereof is abandoned,
 vacated or left unattended by the First Party or the Guarantors
 thereof.

4. The First Party, each Guarantor hereof and each Beneficiary
 of First Party shall provide the Holder of the Note secured
 hereby, within 5 days of the receipt thereof, with all
 information on any incident which may cause a material adverse
 change in the financial condition of First Party, any such
 Guarantor or Beneficiary or any affiliate or subsidiary of any
 such First Party, Guarantor, or Beneficiary. Information as
 used herein shall include, but not be limited to changes in
 financial condition, claims, lawsuits, bankruptcies, tax
 assessments and/or death.

*Formerly known as Wheeling Trust and Savings Bank

Cole Taylor Bank,* as Trustee
 Under Trust Agreement dated
 May 4, 1967 and known
 as Trust No. 493 and not
 personally

BY: Carol J. Ennis
 Vice President

ATTEST: [Signature]
 Assistant Secretary

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UNOFFICIAL COPY

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