

THE ABOVE SPACE FOR RECORDER'S USE ONLY

HICKORY HILLS

THIS INDENTURE, Made September 27 1991, between Standard Bank & Trust Company of, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated September 12, 1991 and known as trust number 5341 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 a principal note bearing even date herewith in the Principal Sum of

FIFTY THOUSAND AND NO/100

Dollars,

made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on **FIFTY THOUSAND DOLLARS** with interest thereon from October 1, 1991, on the balance of principal remaining from time to time unpaid at the rate of Ten per cent per annum payable in installments (including principal and interest) as follows: ONE THOUSAND FIVE HUNDRED Dollars or more on the 1st day of November, 1991, and ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars or more on the 1st day of each month thereafter until October 1, 1992 and ONE THOUSAND AND NO/100 Dollars thereafter on the 1st of each month until this Note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the 1st day of September, 1996. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of Fifteen per cent per annum. Said payments are to be made at such banking house or trust company in Chicago, IL as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of JOSEPH ROLLA.

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 City of Chicago, County of Cook and State of Illinois, to wit:

Lot 10 in Block 8 in Englefield, A Subdivision in the South East 1/4 of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-30-402-029-0000

Commonly Known As: 7526 South Honore  
Chicago, Illinois 60620

13<sup>00</sup>

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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter herein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses 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: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other blemishes or claims for blemish not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) 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; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 renewing policies not less than ten days prior to the respective dates of expiration to 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 convenient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and promptly discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contestants 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 hereauthorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, with interest thereon at a rate equivalent to the post-maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. 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.

MAIL TO:

C. PATRICK WAGNER

KENT & WAGNER, LTD.

8855 S. Ridgeland Avenue

Oak Lawn, IL 60453

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

7526 South Honore

Chicago, IL 60620

PLACE IN RECORDER'S OFFICE BOX NUMBER

