92812479

STATE OF ILLINOIS )
) SS:
COUNTY OF C O O K )

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DOROTHY CATALANO ASST. VICE President of CHICAGO TITLE AND TRUST COMPANY, and TEREBA MARQUEZ, ASST. SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST. SECRETARY then and there acknowledged that as Custodian of the Seal of said corporation he/she did affix said Seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of OCTOBER, 1992.

Lynda S. Barrie
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/94



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STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )

I, Glenn Udell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SCOTT A. LYNN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under ~~my hand and Notarial~~ Seal this 29 day of October, 1992.

"OFFICIAL SEAL"
GLENN L. UDELL
Notary Public, State of Illinois
My Commission Expires: 8/13/95

Notary Public

My Commission Expires:

STATE OF ILLINOIS )
) SS:
COUNTY OF C O O K )

I, Glenn Udell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RENEE LYNN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of October, 1992.

"OFFICIAL SEAL"
GLENN L. UDELL
Notary Public, State of Illinois
My Commission Expires: 8/13/95

Notary Public

My Commission Expires:

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**RIDER TO TRUST DEED**

THIS RIDER TO TRUST DEED is made and entered into as of the 29th day of October, 1992, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee ("Trustee"), SCOTT A. LYNN and RENEE LYNN (collectively, "Beneficiary") (Trustee and Beneficiary are referred to herein collectively as "Mortgagors"), for the benefit of THE L. FISH CORPORATION, a Delaware corporation ("Mortgagee").

In addition to the terms and provisions set forth in the printed form Trust Deed dated of even date herewith to which this Rider is attached, Mortgagors agree as follows:

1. Mortgagors shall not apply for or avail themselves of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed, but hereby waive the benefit of all such laws. Mortgagors for themselves and all who may claim through or under them waive any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagors do hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Trust Deed on behalf of Mortgagors, the trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises subsequent to the date of this Trust Deed. Trustee hereby represents and warrants to Mortgagee that it has been directed in writing by the appropriate beneficiaries and holders of the power of direction of the trust estate to expressly waive all rights of redemption to the premises and reinstatement of the loan secured hereby in the manner herein set forth. Mortgagors do hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Trust Deed pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Act.

2. Mortgagors covenant and agree to deposit with the such Depository as the Mortgagee may from time to time in writing appoint, and in the absence of such appointment, at the office of Mortgagee at 4242 West 42nd Place, Chicago, Illinois 60632, commencing on the first day of the month following the month in which Mortgagee surrenders possession of the premises to Mortgagors, and on the first day of each month thereafter until the indebtedness secured by this Trust Deed is fully paid, a sum equal to one-twelfth (1/12th) of the amount of the total annual real estate taxes and assessments (general and special) (based upon the Mortgagee's reasonable estimate thereof) and a further sum equal to one-twelfth (1/12th) of the amount of the total annual insurance premiums (based upon the Seller's reasonable estimate thereof) on said premises. Such deposits shall be held without the allowance of any interest and are to be applied to the payment of real estate taxes and insurance premiums on said premises next due and payable when they become due. In the event that there be insufficient funds on deposit in such escrow account to the pay any installment of real estate taxes or insurance premiums when the same shall become due and payable, the Mortgagors shall, within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) and insurance premiums in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) or insurance premiums for the year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from other funds of the Mortgagee or said Depository.

In the event of default in any of the provisions contained in this Trust Deed or the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to this paragraph, on any of Mortgagors' obligations herein or in said Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagors or to the then owner or owners of the premises. A security interest within the meaning of the Illinois

Uniform Commercial Code is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to this paragraph, as additional security for the indebtedness hereunder and shall be applied by the Mortgagee or said Depository for the purposes made hereunder and shall not be subject to the direction or control of Mortgagors; provided, however, that neither the Mortgagee nor said Depository shall be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagors, while not in default hereunder, shall have requested the Mortgagee or said Depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited, accompanied by the bills for such taxes and assessments. Neither the Mortgagee nor the Depository hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but shall be liable only for gross negligence or willful misconduct.

3. In the event any installment of principal and/or interest due under the Note secured hereby and/or any escrow fund payment for taxes and insurance under this Trust Deed shall become overdue for a period in excess of five (5) days, Mortgagors shall pay to the Mortgagee hereof a "late charge" of four cents (4¢) for each dollar so overdue in order to defray part of the cost of collection.

4. Upon the Mortgagee's delivery of possession of the property to Mortgagors, Mortgagors shall procure, maintain and deliver to Mortgagee the following original policies of insurance (or certificates thereof satisfactory to Mortgagee):

(a) insurance protecting Mortgagee and its directors, officers, shareholders, employees and agents from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation arising from, related or connected with the property, for bodily injury to or personal injury to or death of any person, or more than one (1) person, and/or for damage to property, in an amount of not less than $3,000,000.00, combined single limit per occurrence/aggregate. Said insurance shall be written on an "occurrence " basis and not on a "claims made" basis.

(b) insurance against loss or damage to the buildings and improvements on the premises by a Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk") coverage. The insurance coverage shall be for not less than the actual cash value of such improvements (replacement cost less physical depreciation) with an agreed amount endorsement and without co-insurance, all subject to only such deductibles as Mortgagee shall reasonably approve in writing. Mortgagee shall be named as an additional insured and all proceeds of insurance shall be payable to Mortgagee.



All of the aforesaid insurance shall be in responsible companies. The insurer and the form, substance and amount (where not stated above) shall be satisfactory to Mortgagee, and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Mortgagee. Originals of Mortgagors' insurance policies (or certificates thereof satisfactory to Mortgagee), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Mortgagee upon the Mortgagee's delivery of possession of the property to Mortgagor.



5. Within ten (10) days following the request by Mortgagee, Beneficiary shall deliver their personal financial statements and the financial statements for Interiors by Renee, Inc., an Illinois corporation, for the quarter or year then ended, as specified in the Mortgagee's request.



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6. For so long as any of the indebtedness secured hereby remains outstanding and unpaid, Beneficiary shall cause Interiors by Renee, Inc., an Illinois corporation, to be a validly-existing Illinois corporation and in good standing in the State of Illinois.

7. Mortgagee covenants and agrees to cause the premises at all times to comply with all applicable laws and governmental regulations including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability. Neither Mortgagors nor any other occupier of the premises shall suffer or permit the use, generation, storage or disposal of, on, under or about the premises any hazardous waste, toxic substances or related materials ("Hazardous Materials"). For the purposes of this covenant, Hazardous Materials shall include, but shall not be limited to, any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States Government. Mortgagors shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials or asbestos on, under or about the Premises including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the premises and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the reconveyance of the lien of this Trust Deed, or the extinguishment of the lien by foreclosure or action in reconveyance or extinguishment or deed in lieu of foreclosure. The obligations of the Mortgagors pursuant to this paragraph shall be joint, several and unconditional.

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8. Mortgagors shall not (whether voluntarily or by operation of law) sell, transfer, convey, assign, mortgage, encumber, hypothecate or otherwise transfer or dispose of the premises or any part thereof, without the express written consent of the Mortgagee. In the event of any such sale, transfer, mortgage, encumbrance, conveyance, assignment, hypothecation or other transfer of all or any portion of the premises without the express written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion (except that Mortgagee shall consent to any mortgage, the proceeds of which are used to fully pay the indebtedness secured hereby), then, in every such case, the whole of the indebtedness hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagors.

9. In the event of a conflict or inconsistency between the terms, conditions and provisions of this Rider and the printed form Trust Deed to which this Rider is attached, the terms, conditions, covenants, agreements and provisions of this Rider shall govern and control.

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IN WITNESS WHEREOF, the parties have executed this Rider as of the date first above written.

MORTGAGOR:
~~ASSIGNOR~~:

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee under a Trust
Agreement dated October 26, 1992
and known as Trust No. 1096957

By: [signature]
Its: ASST. VICE PRESIDENT

ATTEST:

By: [signature]
Its: ASST. SECRETARY

[signature]
SCOTT A. LYNN

[signature]
RENEE LYNN



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STATE OF ILLINOIS )
) SS:
COUNTY OF C O O K )

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DOROTHY CATALANO, ASST. VICE President of CHICAGO TITLE AND TRUST COMPANY, and TEREBA MARQUEZ, ASST. SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST. SECRETARY then and there acknowledged that as Custodian of the Seal of said corporation he/she did affix said Seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of OCTOBER, 1992.

Lynda S. Barrie
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/94



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STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )

I, Glenn L. Udell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SCOTT A. LYNN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of October, 1992.

OFFICIAL SEAL
GLENN L. UDELL
Notary Public, State of Illinois
My Commission Expires 8/13/95

Notary Public

My Commission Expires:

STATE OF ILLINOIS )
) SS:
COUNTY OF C O O K )

I, Glenn L. Udell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RENEE LYNN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of October, 1992.

"OFFICIAL SEAL"
GLENN L. UDELL
Notary Public, State of Illinois
My Commission Expires 8/13/95

Notary Public

My Commission Expires:

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EXHIBIT A

Legal Description of Premises

LOTS 12 AND 13 IN PETER OTT'S SUBDIVISION OF BLOCK 13 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION, OF THE SOUTH WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Street Address: 3036 North Lincoln Avenue
Chicago, Illinois 60657

Permanent Index Number: 14-29-113-026-0000

DBY21066.DOC

COOK COUNTY, ILLINOIS
FILED FOR RECORD
92 NOV -2 AM 11:49

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# TRUST DEED

7720.27 CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 29 19 92, between Chicago Title and Trust Company, as Trustee under Trust Agreement dated October 26, 1992 and known as Trust No. 1096957, SCOTT A. LYNN and RENEE LYNN, collectively

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ THE L. FISH CORPORATION, a Delaware corporation,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 30, 1992 on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum in instalments (including principal and interest) as follows:

Two Thousand Nine Hundred Thirty-Seven and 20/100 ($2,937.20) Dollars or more on the first day of December 19 92, and Two Thousand Nine Hundred Thirty-Seven and 20/100 ($2,937.20) Dollars or more on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the thirtieth day of November, 1994. 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 instalment unless paid when due shall bear interest at the rate of fourteen percent 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 The L. Fish Corporation, 4242 W. 42nd Place, Chicago, Illinois 60632 in said City,

NOW, THEREFORE, the Mortgagors 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 the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and ~~WARRANT~~ unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The real estate described in Exhibit A attached hereto and made a part hereof.

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 Mortgagors 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 units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 the mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

Chicago Title and Trust Company as Trustee under Trust No. 1096957 [SEAL] _____ [SEAL]

By: _____ [SEAL] _____ [SEAL]

Its: Scott A. Lynn Renee Lynn

STATE OF ILLINOIS, County of COOK } SS. I, Glenn L. Odell, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Renee Lynn and Scott A. Lynn who are personally known to me to be the same persons whose names 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.

OFFICIAL SEAL GLENN L. ODELL Notary Public State of Illinois My Commission Expires: 8/13/95

Given under my hand and Notarial Seal this 29 day of October 1992.

_____ Notary Public

Notarial Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment.
R. 11/75





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rider is incorporated herein

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (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) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said 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 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 shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity 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 default hereunder on the part of Mortgagors.

5. The Trustee or 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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, title insurance 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement 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.

8. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 of Mortgagors at the time of application for such receiver 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 times when Mortgagors, 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, 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 indemnities satisfactory to it before exercising any power herein given.

13. 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, 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, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.

14. 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 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. 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 Trustees Act" of the State of Illinois shall be applicable to this trust deed.

| IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. | | *Identification No.* 772127 CHICAGO TITLE AND TRUST COMPANY, *Trustee,* *By* Deborah Clark *Assistant Secretary/Assistant Vice President* |
|---|---|---|

MAIL TO: David B. Yelin
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
3036-38 N. Lincoln Avenue
Chicago, Illinois 60657

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 333-11

92812479

Attached exonerati

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in fact purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, 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 Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally,

Corporate Seal

By _____ ASSISTANT VICE-PRESIDENT

Attest _____ ASSISTANT SECRETARY

92812479