

TRUST DEED  
of The First National Bank of Chicago  
Chicago, Illinois 60649  
769221  
CTTC 11

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

F-1-7315920/ADW

THIS INDENTURE, made January 22, 1992, between MIDWEST BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement No. 85-10-4833, dated October 3, 1985 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or 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 (\$375,000.00)-----

Three Hundred Seventy-Five Thousand and 00/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest ~~from~~ on the balance of principal remaining from time to time unpaid ~~at the rate of~~ ~~per cent per annum in~~ ~~instalments (including principal and interest) as follows:~~ In accordance with the rates of interest and other terms and conditions as set forth in the Note secured hereby. Dollars or more on the ~~day of~~ ~~and~~

Dollars or more on the ~~day of each~~ 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 1st day of February, 2012. 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 NOTE 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 The South Shore Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its 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 SOUTH 1/2 OF LOT 24 AND ALL OF LOTS 25, 26, 27, 28 AND LOT 29 (EXCEPT THE SOUTH 6 FEET THEREOF) IN BLOCK 4 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 42-52 N. Waller, Chicago, IL 60644

P.I.N. #16-08-421-015-0000 and 16-08-421-016-0000

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto (including, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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 mortgagor 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.

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 Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its Midwest Bank & Trust Company, See Exculpatory Rider Attached & Made Trustee U/T/A 85-10-4833 & a Part Hereof not personally BY [Signature] ASST. TRUST OFFICER CORPORATE SEAL ATTEST: [Signature] ASST. SECRETARY

STATE OF ILLINOIS, } SS I, Emily S. Cleff a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook } Barbara Love CO. Assistant Vice President of the Midwest Bank & Trust and Angela McClain Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>nd</sup> day of January, 1992. [Signature] NOTARY PUBLIC

Notarial Seal



18. **Transfer or the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.

19. All the terms and provisions of the certain loan commitment, (as stated in the offer of The South Shore Bank of Chicago dated January 16, 1992 addressed to and accepted by (DANTAL K. VOHLKMAN) as are not herein above otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. **Additional Payments due hereunder:** In addition to monthly payments of principal and interest there shall be due and payable hereunder, and may monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be un-paid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements hereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.

21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4 (c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan within the purview of said paragraph.

22. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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Property of Cook County Clerk's Office



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THIS RIDER IS ATTACHED TO AND MADE PART OF  
CERTAIN TRUST DEED, DATED 1/22/92  
EXECUTED BY MIDWEST BANK AND TRUST COMPANY  
U/T/A # 85-10-4833

This Trust Deed is executed by Midwest Bank and Trust Company 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 by the trust deed herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this trust deed shall be construed as creating any liability on Midwest Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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