



TRUST DEED

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CTTC /

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 6 19 93, between

WILLIAM WINSBERG

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

TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO/CENTS (\$235,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER TYRONE ADAMS AND GEORGE STOTIS OR BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 6, 1993 on the balance of principal remaining from time to time unpaid at the rate of 8.25% per cent per annum in instalments (including principal and interest) as follows:

TWO THOUSAND TWO DOLLARS AND 35/100'S (\$2,002.35) Dollars or more on the 6th day of November 19 93 and TWO THOUSAND TWO DOLLARS AND 35/100'S (\$2,002.35) Dollars or more on the 6th 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 6th day of October, 1998. 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 fifteen 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 Bill George Stotis, Suite 2675, 311 South Wacker Drive, Chicago, IL 60606-6620

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 NORTH 193 FEET (EXCEPT THE WEST 156 FEET AND THE NORTH 2 RODS AND EXCEPT THAT PART TAKEN FOR WESTERN AVENUE THEREOF) IN LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-12-218-025 54 S. N. W. 1/4 Sec 12

THIS IS A BUSINESS LOAN - SEE ATTACHED RIDER 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 belong, 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, major 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.

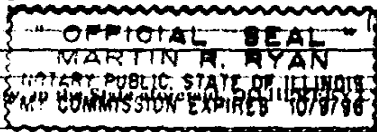
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 and seal of Mortgagors the day and year first above written.

William Winsberg [SEAL] [Signature] [SEAL]
WILLIAM WINSBERG [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County of Cook, County of Cook, THAT WILLIAM WINSBERG



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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Oct day of 6 19 93.

[Signature] Notary Public

Notarial Seal

74-63-966-DI

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UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

MAIL TO

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTRUMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,
Trustee,
Identification No. 776899

1. Mortgagee shall 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 mechanics' 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 improvements 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. Mortgagee 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 a copy of all bills for such charges.

3. Mortgagee 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, and policies providing for payment by the insurance companies of money sufficient 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 policy 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 renewed policies not less than ten days prior to the respective dates of expiration.

4. In case of default in the note, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagee 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 lien or other prior lien or title or claim thereon, or receive from any person any sum of money or other property in full or partial satisfaction of any such lien or other prior lien or title or claim thereon. All money 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 holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereon authorized may be taken, shall be taken from the principal and interest 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 secured by this trust deed. If any, otherwise the premium rate set forth therein, fraction 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 Mortgagee.

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 officer 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 thereon.

6. Mortgagee 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary herein, be due and payable (a) immediately in the case of default in the case of default in performance of any other agreement of the Mortgagee hereon 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 expenses, costs and charges 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, costs of advertising and expense 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 process or to advertise or bid for at any sale which may be had pursuant to such decree. The true condition of the title to the premises, all expenses and interest on the note, with interest thereon, at a rate equivalent to the post maturity rate set forth in this paragraph mentioned shall become such additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in this paragraph mentioned. The principal and interest on the note shall be a part of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the note or of any indebtedness hereby secured; or (b) proceedings for the enforcement of any suit for the foreclosure of the note or for the enforcement of any lien or interest in connection with the note, and in all such proceedings the Trustee or the holders of the note shall be entitled to collect such debts, costs, expenses and other charges, and all other powers which may be necessary or advantageous for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the foreclosure of the note or (b) the sale of the premises, and to apply the net proceeds of such sale to the satisfaction of the note or of any indebtedness hereby secured, or to any other purpose as may be deemed proper by the Trustee or the holders of the note.

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 on the note; fourth, any overplus to Mortgagee, 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 the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of such bill, without notice, without regard to the solvency or insolvency of the mortgagor, and the receiver shall have power to collect the principal and interest on the note, with interest thereon, as aforesaid, and to receive and disburse the proceeds of the sale and to execute the same as a trustee hereunder. Such receiver shall be deemed to have full authority to collect the full principal and interest on the note, with interest thereon, as aforesaid, and in case of a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intention of such receiver, would be entitled to collect such debts, costs, expenses and other charges, and all other powers which may be necessary or advantageous for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the foreclosure of the note or (b) the sale of the premises, and to apply the net proceeds of such sale to the satisfaction of the note or of any indebtedness hereby secured, or to any other purpose as may be deemed proper by the Trustee or the holders of the note.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing the 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 capacity, authority or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed to or exercise any power herein given unless expressly obligated by the terms hereof, not being 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 executing any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release in duplicate 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 required 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 contains 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 designated as makers thereof. If the description of the note and which purports to be executed by the persons designated as makers thereof, it may accept as the genuine note herein described any note which purports to be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons designated as makers thereof.

14. Trustee may assign 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 of Trustee, the then holder of record of record of the county in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the words "Mortgagee" 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. Because regarding 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.

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

74-63-966-D-1

**RIDER TO TRUST DEED
FOR THE PROPERTY COMMONLY KNOWN AS 5440 NORTH WESTERN,
CHICAGO, ILLINOIS 60659, BY AND BETWEEN CHICAGO TITLE
AND TRUST, AS "MORTGAGEE", AND WILLIAM WINSBERG,
REFERRED TO AS "MORTGAGOR"**

1. **CONFLICT:** Should any conflict between the terms contained in this Rider and the preprinted terms contained in the Trust Deed exist, then the terms of this attached Rider shall govern over any such conflicts.

2. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR:** If all or any part of the Property or any interest in it is sold or transferred, or if a beneficial interest in Mortgagor is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Trust Deed.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Trust Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagor.

3. **COLLECTION AGENT:** The Mortgagee shall, at its option, from time to time designate a party to act as its collection agent. It is understood and agreed that the Collection Agent may more than likely be a banking agent or an account set up at a bank in order to accommodate the distribution of proceeds of the loan or to collect such proceeds as the case shall exist. The Collection Agent shall also undertake the responsibility of the payment of all real estate taxes for the subject loan. The Collection Agent shall, at the direction of the Mortgagee, make all payments of real estate taxes and forward within a ten (10) day period, proof of payment that taxes have, in fact, been paid.

4. **DEFINITIONS:** It is understood and agreed that "Trustee" and "Mortgagee" shall be used interchangeably throughout the term of this Trust Deed and Rider.

5. **INSURANCE:** The Mortgagor will insure and keep insured all of the buildings and Improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee or the Holder may from time to time reasonably require with no more than \$1,000.00 deductible in any case, and in any event including any and all insurance required by any Lease, and the following:

(a) Insurance against loss or damage to the Improvements by fire, risks covered by the so-called standard extended coverage endorsement, vandalism and malicious mischief endorsement and so-called "all perils" endorsement and such other risks as the Mortgagee or the Holder may reasonably require, in amounts equal to the full replacement value of the Premises plus the cost of debris removal, with a full replacement cost endorsement, and Lender's Loss Payable endorsement;

(b) Comprehensive general public liability insurance against bodily injury and property damage arising in connection with the Premises with such limits as the Mortgagee or any Holder may reasonably require;

(c) Intentionally Left Blank;

(d) If there are pressure fired vehicles or vessels within the Premises, broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance, providing for full repair and replacement cost coverage;

(e) Other insurance of the types and in amounts as the Mortgagee or any Holder may reasonably require, but in any event not less than customarily carried by persons owning or operating like properties;

(f) During the construction of any Improvements or making of any alterations to the Premises, (i) builders completed value risk insurance against "all risks of physical loss" including collapse and transit coverage during such construction in non-reporting form, covering the total value of work performed and equipment, supplies, and materials furnished, containing "permission to occupy upon completion" endorsement; (ii) insurance covering claims based on the owner's contingent liability not covered by the insurance provided above; and, (iii) employer's liability and workmen's compensation insurance covering all persons engaged in making such construction, alterations or improvements; and

6. POLICIES OF INSURANCE: All policies of insurance to be maintained and provided as required by Section 5 hereof shall be in form and substance, and written by companies which shall possess at least a BBB rating from either Standard & Poor or Moody's rating agencies, and in amounts (subject to the provisions of Section 5 hereof) satisfactory to the Holder and in connection with such insurance:

(a) All policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to the Holder as its interest may appear, all in form satisfactory to Holder.

(b) Mortgagor will deliver copies of all policies, including additional and renewal policies to the Collection Agent for the benefit of the Holder, and in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

(c) If under the terms and provisions of any Lease now in effect or of any other Lease specifically approved by the Holder, the Lessee under such Lease is required to maintain insurance in the types and amounts as set forth in Section 5 hereof, then:

(i) If pursuant to the terms of such Lease, such insurance is to be maintained for the benefit of both Lessor and any Mortgagee of Lessor, the Holder will accept such policy or policies in lieu of policies required by Section 5 or this Section 6 hereof, provided that that policies furnished by such Lessee meet the requirements set forth in Section 5 and this Section 6 hereof; and

(ii) In the event any such Lessee shall fail to keep such insurance in full force and effect, and deliver the same as provided for in Section 5 and in this Section 6 hereof, then the Mortgagor shall obtain and deliver such policy or policies as required by Section 5 and this Section 6 hereof.

(d) Each policy of insurance shall be endorsed to provide that (i) it may not be cancelled or amended except upon ten (10) days prior written notice to Collection Agent and Holder; and (ii) no act or negligence of the insured or any occupant, and no occupancy of the Premises or use thereof for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of the insurance as against the Mortgagee or any Holder.

7. DAMAGE TO PREMISE: The Mortgagor will give the Mortgagee, each Holder and the Collection Agent prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of Insurance, the Holder (or, after entry of decree for foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies without the consent of the

Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the Mortgagor may itself adjust losses aggregating not in excess of Fifty Thousand (\$50,000.00) Dollars, and provided further that in any case the Mortgagee (at the direction of the Holder or the Collection Agent on its behalf, if so directed) shall, and is hereby authorized, to collect and receipt for any such insurance proceeds; and the reasonable expenses incurred by the Mortgagee, Holder or Collection Agent in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Holder upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part hereof (herein called an "Insured Casualty"), the Holder (or the Collection Agent on its behalf) may, at its election either:

- (i) Apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty; and in such case the Mortgagor hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided always that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance; or, if Mortgagor shall elect not to restore, repair, replace or rebuild, then Mortgagee shall:
- (ii) Apply the proceeds of insurance consequent upon an Insured Casualty to the Indebtedness Hereby Secured, in such order or manner as the Holder may elect, but no prepayment premium or penalty shall be applicable to any such application provided, that in such case Mortgagor shall not be obligated to restore, repair, replace or rebuild the Insured Casualty.

(c) In the event that proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the Holder.

8. DISTRIBUTION OF INSURANCE PROCEEDS: In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Holder (or the Collection Agent on its behalf):

(a) Such proceeds shall be disbursed from time to time upon the Holder being furnished with evidence which is reasonable and customary in the construction industry, of the estimated cost of completion of the restoration, repair, replacement and rebuilding together with funds (or assurance satisfactory to the Holder that such funds are available) sufficient in addition to the available proceeds of insurance, to complete the proposed restoration, repair, replacement, and rebuilding and with such architect's certificates, waivers of lien, contractors' sworn statements and such other evidence of cost and of payment as the Holder may reasonably require and approve;

(b) The Holder may, in writing, in any event, require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by the Holder prior to commencement of work;

(c) No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the work performed from time to time;

(d) Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds;

(e) At all times the undisbursed balance of such proceeds remaining in the hands of the Holder or the Collection Agent, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Holder by or on behalf of the Mortgagor for the purpose shall be at least sufficient in the reasonable judgment of the Holder to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien;

(f) No interest shall be allowed to the Mortgagor on account of any proceeds of insurance or other funds held in the hands of the Holder or the Collection Agent;

(g) The Holder may in any event require title insurance in connection with each disbursement of insurance proceeds, assuring to the Holder's satisfaction that this Mortgage remains a prior lien upon the Premises subject only to matters existing at the time of initial disbursement of the Indebtedness Hereby Secured, which title insurance shall specifically insure against mechanics' and materialmen's liens arising in connection with the restoration, repair, replacement and rebuilding;

(h) If after completion of and payment of all costs or restoration, repair, replacement and rebuilding any proceeds of insurance remain unexpended, such unexpended proceeds shall be applied first to reimburse Mortgagor for any funds advanced by

Mortgagor in payment of such costs and any remainder shall be applied by Mortgagee upon the Indebtedness Hereby Secured without prepayment premium as penalty.

9. COLLECTION OF RENTS: When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee (at the direction of any Holder) or any Holder shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges against the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

10. ASSIGNMENT OF RENTS: As further security for the Indebtedness Hereby Secured, the Mortgagor has, concurrently herewith, executed and delivered to the Holder, the Assignment wherein and whereby, among other things, the Mortgagor has assigned to the Holder, all of the rents, issues, and profits and any and all Leases and/or the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagor further agrees that it will duly perform and observe all of the terms and provisions on Lessor's part to be performed and observed under all Leases of the Premises to the end that no defaults on the part of Lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee or any Holder or the Collection Agent to perform or discharge any obligation, duty or liability of Lessor under any Lease of the Premises, and the Mortgagor shall and does hereby indemnify and hold the Mortgagee and any Holder and the Collection Agent harmless from any and all liability, loss or damage which the Mortgagee or any Holder or the Collection Agent may or might incur under any Lease of the Premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagee or any Holder or the Collection Agent in the defense of any claims or demands therefore (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and the Mortgagor shall reimburse the Mortgagee and Holder and the Collection Agent therefore on written demand, together with interest at the Default Rate from the date of demand to the date of payment.

11. WAIVER OF HOMESTEAD & REDEMPTION RIGHTS: The Mortgagor hereby covenants and agrees to the full extent permitted by law (but not otherwise) that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law, any "Homestead Law" or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales hereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from foreclosure under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each person, excepting only decree or judgment creditors of the Mortgagor acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110, Paragraph 15-1601 of the Illinois Revised Statutes (1989) or other applicable replacement statutes. Insofar as the Mortgagor may lawfully so agree, the Mortgagor covenants and agrees not to invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein otherwise granted or delegated to the Mortgagee or any Holder, but covenants and agrees to suffer and permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

12. HOLDER IN POSSESSION: Nothing herein contained shall be construed as constituting the Mortgagee or any Holder as a holder in possession.

13. LOAN FOR BUSINESS PURPOSES: It is understood and agreed that the Loan evidenced by the Note and secured hereby is a business loan within the purview of Section 6404 of Chapter 17 of the Illinois Revised Statutes (1989), or any substitute, amended or replacement statutes, transacted solely for the purpose of carrying on or acquiring the business of the beneficiary of the Mortgage as contemplated by said Section.

14. TAX AND INSURANCE RESERVE: That in addition to the payments called for herein, Mortgagors shall deposit monthly with the holder of collateral Installment Note a sum equal to 1/12 of the annual real estate tax bill based upon the last ascertainable tax bill as tax reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship and the

holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the mortgagors hereunder. It shall remain the obligation of the Mortgagor to deposit sufficient funds to the reserve to pay such taxes when due.

The Mortgagee or it's Collection Agent shall provide proof of payment upon return of the draft used to pay such taxes. Mortgagor shall make any additional deposits necessary within ten (10) days from the time so demanded. The Mortgagee shall provide a taxpayer identification number for the account if necessary.

15. DATE OF PAYMENT: Payment is due on the sixth (6th) day of each month. If the Note Holder has not received the full amount due by the end of the seventh (7th) day after the date due, a penalty in the amount of One Hundred (\$100.00) Dollars shall be deemed to be owed.

16. PREPAYMENT PRIVILEGE: Mortgagee shall have the privilege to prepay in part or in whole the outstanding principal balance due hereunder. Partial prepayments shall be credited against the final installment of principal due hereunder and shall not modify the schedule of principal and interest payments provided for herein.

17. NOTICES: All notices and demands herein required shall be in writing. The mailing of a notice by certified or registered mail, return receipt requested, addressed as follows, shall be deemed good and sufficient notice:

If to Mortgagor: William Winsberg
5450 North Western Avenue
Chicago, Illinois 60625

With a copy to: Ian Erdos
Levin & Greenfield, Ltd.
300 West Madison Street
Suite 505
Chicago, Illinois 60606-3412

If to Mortgagee: Tyrone Adams
5549 North Lincoln
Chicago, Illinois 60625

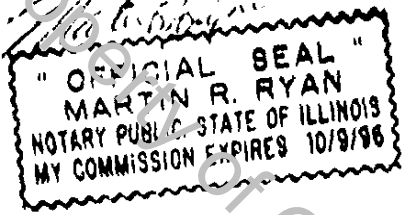
With a copy to: Bill George Stotis
Stotis & Baird
311 South Wacker Drive
Suite 2675
Chicago, Illinois 60606-6620

Either party may change the addresses to be used for notices upon serving notice of such change upon the other party.

Signed and Sealed the same day written in the attached Trust Deed.

MORTGAGOR:

William Winsberg
WILLIAM WINSBERG



Office of Cook County Clerk's Office