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11298-CO



TRUST DEED

94410031

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

\$29.50
180011 TRAN 1689 05/06/94 13:47:00
43735 RV # 94-410031
COOK COUNTY RECORDER

THIS INDENTURE, made March 23, 1994, between Samuel Clark
herein referred to as "Mortgagors," and COOK 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 Nine Thousand Five
Hundred and No/100's (\$9,500.00)

----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
Kathy Garner, as Independent Executrix for the Estate of Alice Coleman
and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from March 23, 1994 on the balance of principal remaining from time to time unpaid at the rate
of ten (10) percent per annum in instalments (including principal and interest) as follows:

Two Hundred One and 87/100's (\$201.87)----- Dollars or more on the 1st day
of May 1994, and Two Hundred One and 87/100's (\$201.87)----- Dollars or more on
the 1st 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 1st day of April, 1995 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 12% 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 Kathy Garner, 1308 Highland Ave
in Duarte, CA 91010.

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 COUNTY Of
Cook AND STATE OF ILLINOIS, to wit:

The South eighteen (18) feet of the North twenty-one (21) feet six (6) inches of Lot Forty (40) in Block Nineteen (19) in Jernberg's
Subdivision of Blocks Two (2), Five (5) to Eight (8) inclusive, Eleven (11) to Twent-Eight (28) inclusive, and Resubdivision of
Block Four (4) in Rood & Weston's Addition to Morgan Park in the East half (E1/2) of the Northwest Quarter (NW1/4) of Section
Twenty (20), Township Thirty-Seven (37) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.: 25-20-123-059-0000

Common Address: 11345 S. Ada, Chicago, Illinois 60643

SEE RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN 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 all real
estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, 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, radiator covers, awnings, shutters and water heaters. All of the
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.
_____| SEAL | Samuel Clark | SEAL |
Samuel Clark
_____| SEAL | _____ | SEAL |

STATE OF ILLINOIS, }
SS. I, Thomas E. Rosensteel
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook } THAT Samuel Clark

who _____ 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 _____ made, signed and delivered the said instrument as _____ free and
voluntarily and of his own free will and of his own accord.
THOMAS E. ROSENSTEEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES _____
23rd day of March 1994

94410031

ADVANCED TITLE SERVICES, INC.
102 W. Illinois Street
St. Charles, IL 60174

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1. Mortgages 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 expense to the lender or other lien holders or claims for lien not expressly provided for herein; (c) pay when due all indebtedness which may be incurred by the mortgagor or the premises superior to the lien hereof; (d) upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to holders of the note; (e) complete within a reasonable time any building or building improvements at any time in progress of erection upon said premises; (f) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (g) make no structural alterations in said premises except as required by law or municipal ordinance.

2. Mortgages 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 Mortgages shall pay in full on the premises in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on and 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 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 to be attached to each policy, and shall for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clauses 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 herebefore required of Mortgages 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 thereon, or redeem from any tax sale or foreclosure 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity 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 Mortgages.

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 thereon.

6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable, (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages 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 attorney's 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 foreclosure) 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity 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, or reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, or (c) after accrual of such right to foreclose whether or not actually commenced, or (d) 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 proceeding, 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 upon the note; fourth, any surplus to Mortgages, then to 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 question of insolvency of Mortgages at the time of application for such receiver and without regard to the 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 Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part thereof. The Court from time to time may authorize the receiver to apply the net income in his hands, or part of 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, to 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 obliged to examine this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor by statute. For any act or omission hereunder except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and if may in any event indemnify satisfactorily 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 been 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 or Deputy of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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.

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IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT 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. KA-1236
CHICAGO TITLE AND TRUST COMPANY
By [Signature] Trustee
CHICAGO RECORDING Assistant Vice President

Thomas E. Rosensteel & Associates, Ltd.
102 W. Illinois St.
St. Charles, Ill. 60174

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
IMPROVED PROPERTY HERE
11345 S. Ada
Chicago, Ill. 60643

RIDER ATTACHED TO AND INCORPORATED INTO
TRUST DEED DATED MARCH 23, 1994, BY AND BETWEEN
SAMUEL CLARK, AS FIRST PARTY, AND CHICAGO TITLE AND TRUST
COMPANY, AS TRUSTEE UNDER THIS TRUST DEED

1. Where the terms and provisions of this Rider shall conflict with the terms and provisions of the Trust Deed to which this Rider is attached, the terms and provisions of this Rider shall control.

2. This Trust Deed secures that certain Note of even date herewith executed by Samuel Clark (herein "Note"), and encumbers and is secured by certain real estate and improvements (herein located at 11345 S. Ada, Chicago, Cook County, Illinois (herein "Property"), which real estate is legally described herein, and which Note is further secured by that certain Assignment of Rents Agreement bearing even date herewith.

3. First Party shall procure for, deliver to and maintain for the benefit of Trustee during the term of this Trust Deed, all insurance required by Trustee including, without limitation, a policy or policies insuring the Property against loss or damage by fire, explosion, windstorm, hail, tornado, all other perils insured against under "extended coverage" or "all risk" policies, and such other hazards and such other or additional coverage as from time to time may be required by Trustee for one hundred percent (100%) of the full insurable value of the Property (and provided such coverage shall be in an amount sufficient to satisfy the full amount of the outstanding Indebtedness arising out of the Note secured by this Trust Deed), including a replacement cost coverage endorsement without deduction for depreciation; comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Property, and affording protection in an amount no less than \$1,000,000.00 for bodily injury or death of any one person, \$1,000,000.00 for any one occurrence and not less than \$250,000.00 for property damage, with such risks insured and with such waiver of subrogation clauses and other terms as may be required by Trustee; and Rent Loss Insurance or Business Interruption Insurance in an amount sufficient to cover loss of rents from the Property for a period of at least six (6) months. If any portion of the fire or other risks insured as provided above has been placed with a reinsurer, such policies shall contain a "cut through" endorsement. First Party shall deliver to Trustee the policies evidencing such insurance and any additional insurance which shall be taken out upon the Property, and receipts evidencing the payment of all premiums, and renewals of all such policies of insurance shall be delivered to Trustee at least thirty (30) days before any such insurance shall expire, together with receipts evidencing the payment for such renewals. Notwithstanding anything herein to the contrary, all policies required of First Party by Trustee shall be written in amounts and with companies having Best's financial size rating of Class A: VIII or higher) and in form and content satisfactory to Trustee; shall be payable to Trustee as its interest may appear pursuant to a standard non-contingent mortgagee clause attached thereto which shall be in all respects satisfactory to Trustee; shall provide for at least thirty (30) days' written notice to Trustee prior to cancellation of such policies or any material change in the risk or coverages insured; shall be written for a term not less than one (1) year, with premium prepaid; shall provide that loss payments will be payable directly to Trustee and First Party, provided First Party shall and does hereby agree that such loss payments shall be applied to the Indebtedness arising out of the Note secured by this Trust Deed; shall be maintained throughout the term of this Trust Deed without cost to Trustee; shall be deposited with Trustee; and shall contain such provisions as Trustee deems necessary or desirable to protect its interest, as well as naming Trustee and the Note holder as additional party insureds. All such policies and renewals thereof shall contain no co-insurance provisions. Trustee shall have the right and option, but shall not be obligated, to make premium payments to prevent any cancellation, endorsement, alteration or reissuance and such payments shall be accepted by insurer to prevent the same. In the event of foreclosure of this Trust Deed or other transfer of title to the Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of First Party in and to such policies then in force concerning the Property, and all proceeds payable thereunder, shall thereupon vest in the purchaser at such foreclosure or in Trustee in the event of such transfer. If a blanket policy is issued, a certified copy of said policy shall be furnished, together with a certificate indicating that Trustee is the insured under said policy in the proper designated amount.

4. For the purpose of protecting Trustee's security and keeping the Property free from subordinate financing liens, First Party agrees that any sale, conveyance, further encumbrance or other transfer of title to the Property, or any interest therein (whether voluntarily, involuntarily or by operation of law), without Trustee's prior written consent, shall be an Event of Default hereunder.

For the purpose of this paragraph *, and without limiting the generality of the foregoing, the occurrence at any time of any sale, conveyance, assignment or other transfer of, or the mortgage, pledge or grant of a security interest in all or any part of the legal and/or equitable title to the Property, including, without limitation, the personalty located on the Property, without Trustee's prior written consent, shall be deemed to be an unpermitted transfer of title to the Property and therefore an Event of Default hereunder.

Any such sale, transfer, assignment, conveyance, lease, lien, pledge, mortgage, hypothecation or any other encumbrance or alienation or contract or agreement to do any of the foregoing shall be null and void and of no force or effect, but the attempted making thereof shall, at the option of Trustee, constitute an Event of Default hereunder, in which event Trustee shall have the right, at its option, to declare the entire Indebtedness immediately due and payable. Any consent by Trustee, or any waiver of an Event of Default under this paragraph *, shall not constitute a consent to or waiver of any right, remedy or power of Trustee upon a subsequent Event of Default under this paragraph *.

5. To the extent permitted by law, First Party hereby waives any and all rights of reinstatement and redemption from sale under any order or decree of foreclosure of this Trust Deed, or under any sale pursuant to any statute, order, decree or judgment of any court, on its own behalf, and on behalf of each and every person acquiring any interest in or title to the Property or any portion thereof. First Party further agrees, to the extent permitted by law, that if a default occurs hereunder, neither First Party nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisalment, valuation, stay, extension, reinstatement, moratorium or other laws now or hereafter in force in order to prevent or hinder enforcement or foreclosure of this Trust Deed, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and First Party, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

6. Trustee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of First Party, and to the extent provided by law and except for Trustee's willful misconduct or gross negligence, First Party shall and does hereby agree to protect, indemnify, defend and hold Trustee harmless of and from any and all liability, loss, costs, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities. Should Trustee incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby, and First Party shall reimburse Trustee therefor immediately upon demand, with interest accruing at the Default Rate.

7. It is expressly stipulated and agreed to be the intent of First Party and Trustee to at all times comply with applicable law now or hereafter governing the interest payable on the Note or the loan secured hereby. If the applicable law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under the Note (or under any other instrument evidencing or relating to any of the secured indebtedness), or contracted for, charged, taken, reserved or received with respect to the loan secured hereby, or if Trustee's acceleration of the Note or any prepayment by First Party results in First Party having paid any interest in excess of that permitted by law, then it is First Party's and Trustee's express intent that all excess amounts theretofore collected by Trustee be credited on the principal balance of the Note (or, if the Note has been paid in full, refunded to First Party), and the provisions of the Note and

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Property of Cook County Clerk's Office



Thomas E. Rosensteel & Associates, Ltd.
102 West Illinois Street
St. Charles, Illinois 60174-2828

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this Trust Deed immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

8. First Party further expressly covenants and agrees to pay to Trustee, c/o Kathy Clarter, as agent for owner, all reasonable costs and expenses of every kind paid or incurred by Trustee in any way in connection with the Note, this Trust Deed or the Assignment of Rents, and the protection of the Property or the maintenance of the lien of this Trust Deed, and the security interests under the other Note or Trust Deed, or otherwise in connection with the determination and exercise by Trustee of any of its rights or remedies under the Note or Trust Deed upon the occurrence of any event which, with the passage of time or the giving of Notice or both, would constitute a default or an Event of Default hereunder, including any and all expenditures for documentary evidence, title insurance, minutes of foreclosure, or any abstract or opinion of title to the Property, and all similar fees, costs, charges and expenses, including all attorneys' fees and stenographers' fees paid or incurred by Trustee in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or Event of Default or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including, without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Trustee may, in its discretion, intervene in order to protect its security, or appeal from any of the foregoing, or otherwise paid or incurred by Trustee in obtaining legal advice regarding its rights and remedies under the Note, this Trust Deed and the Assignment of Rents, or in determining whether to declare a default or Event of Default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Note and secured by this Trust Deed, regardless of whether the same may cause the Indebtedness secured hereby to exceed the face amount of the Note, and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Rate, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Trust Deed, whether a decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Trust Deed be given until all such expenses, charges and costs of Trustee shall have been paid in full.

9. First Party acknowledges and agrees that (a) the Note, this Trust Deed and the Assignment of Rents have been negotiated, executed and delivered in the State of Illinois; (b) the proceeds of the Note will be used for a "business purpose", as specified in Section 4(1)(c) of Paragraph 6407, ch. 17 of the Illinois Revised Statutes, and that, accordingly, the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph; and (c) the Indebtedness and the Obligations secured hereby are an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. §§1601, *et seq.*

10. Before releasing this Trust Deed, Trustee or its successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued, which fee shall be satisfied by First Party. Trustee or its 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.

FIRST PARTY:


Samuel Clark

94410031