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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 19, 1993 between "First National Bank of Evergreen Park UTA 12888" of the City of Evergreen Park, County of Cook, State of Illinois, herein referred to as "Mortgagors," and Avenue Bank and Trust Company of Oak Park an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are 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 TEN THOUSAND and no/100 (\$10,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest at twelve percent (12%) per annum except as herein provided as follows:

1. There shall be no payment of either principal or interest during the term of the Marketing Services Agreement identified as Exhibit I of Resolution approved by the Board of Trustees of the Village of Oak Park. If the "Owners," as described in said Marketing Services Agreement, successfully complete the full five (5) year term of the Agreement, the Village shall discharge the indebtedness created herein and shall cancel the note executed in conjunction with this trust deed and release any security interest it may have without any payment of principal or interest.

2. In the event the subject apartment building located at 428 S. Scoville Avenue in Oak Park, Illinois is sold, conveyed or otherwise transferred during the term of the above referenced agreement without the written approval of the Village of Oak Park Board of Trustees permitting the assignment to the new owner of the rights, duties, obligations and interest established by the Marketing Services Agreement or in the event the "owners," as described in the Marketing Services Agreement, in any other manner violate the terms of said agreement, the Village at its option may terminate the Agreement and demand payment of the total loan plus all accrued interest within sixty (60) days of the termination date.

If the full loan is not repaid within the sixty (60) day period, interest shall begin to accrue on the unpaid balance of the loan from the sixty first (61) day after the termination of the agreement at a rate of 15%.

said principal and interest being made payable at such banking house or trust company 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 Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOT, THEREFORE, the Mortgagors to secure the payment of the said principal sum 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 thereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lay and being in the

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 11 in Block 5 in East Avenue Addition to Oak Park, in the South East 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 428 S. Scoville Ave. Oak Park, Illinois

P.I.N. #: 16-07-422-011

0874000-97 \$25.00
T#6668 TRAN 1365 01/03/94 11:17:00
#2433 # -94-000297
COOK COUNTY RECORDER

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 taxes, 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, inlaid bids, awnings, steps 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 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, his 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.

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE
U/T/A DATED JANUARY 21, 1993, A/K/A TRUST NO. 12888 (SEAL)

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE (SEAL)

Attent: Nancy Rodigherio (SEAL) Assistant Trust Officer

BY: Joseph C. Fanelli (SEAL) Sr. Vice President & Trust Officer

STATE OF ILLINOIS
County of Cook

I, Joseph C. Fanelli Undersigned
do hereby certify that Joseph C. Fanelli, Sr. vice President & Trust Officer and Nancy Rodigherio, Assistant Trust Officer

This instrument was prepared by:

who are personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the

Raymond L. Heise
1 Village Hall Plaza
Oak Park, IL 60302

said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

LINDA J. KOWALSKI
Notary Public, State of Illinois
My Commission Expires 12/18/94
19th day of November, A.D. 1993
Linda J. Kowalski
Notary Public.

93000297

Handwritten initials and signature.

1. Mortgagee shall (1) promptly repair or cause to be repaired any building or improvements not in condition which may become damaged or be destroyed... (2) keep said premises in good condition and repair... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof... (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof... (5) make no material alterations in said premises except as required by law or municipal ordinance.

17. 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.

* Joseph Ardovitch and James Minick

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under identification No. 4262 AVENUE Bank, as Trustee. By [Signature] Vice President Officer

DELIVER TO: NAME BOX 321 STREET CITY

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 428 S. Scoville Ave. Oak Park, Illinois

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RIDER ATTACHED TO TRUST DEED to Village of Oak Park

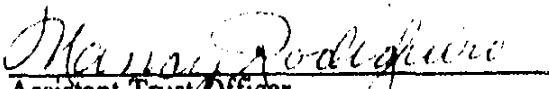
DATED June 7, 1993

This Trust Deed is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee under
Trust No. 12888

BY: 
Sr. Vice President & Trust Officer

ATTEST:


Assistant Trust Officer

310022

County Clerk's Office

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