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96442595

TRUST DEED

CTTC Trust Deed 1
Individual Mortgagor Term
Secures ONE Principal Note
USE WITH CTTC NOTE 1
Form 39 R.1/95

F	7950	A
P		P
T	7950	V
I	6/16/96	

792133

DEPT-01 RECORDING 129.50
142222 TRAM 0094 06/10/96 16:16:00
47095 + KM *-96-442595
COOK COUNTY RECORDER

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made April 25, 1996, between James L. Webster and Janice M. Webster, his wife 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 holder or holders of the Principal Promissory 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 1/100 (\$10,000.00) ----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on demand with interest thereon from the date hereof until maturity at the rate of two percent per cent per annum, payable ~~semi-annually on the xx day of~~ on demand ~~and of xxxxxxxxxxxxxxxxxx per year.~~

If all of said principal and interest are not paid at maturity then there shall be liquidated damages of:

~~XXXXXXXXXXXXXXXX PER MONTH AFTER MATURITY XX~~
~~XXXXXXXXXXXXXXXX PERCENT OF THE AMOUNT DUE PER MONTH AFTER MATURITY &~~

3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

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 Siegel, Moses, Schoenstadt & Webster, P.C. in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 10 and North 10 feet of Lot 11 in Block 5 in S.E. Gross Blvd. Addition to Chicago a Subdivision in the West 1/2 of the North West 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PN No. 13-23-116-027

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(2%) in excess of the prime rate of interest as published from time to time in the Wall Street Journal

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1. Mortgagees shall (a) promptly repair, restore and rebuild any buildings or improvements 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 buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

Notary Public
MENA G. PADILLA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/24/97
Given under my hand and Notarial Seal this 25th day of April 1996

I, Mena Padilla, a Notary Public in and for the residing in said County, in the state of Cook, DO HEREBY CERTIFY THAT James L. Webster and Janice M. Webster who personally known to me to be the same person (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS
SS
County of Cook

James L. Webster
Janice M. Webster
[SEAL] [SEAL]

WITNESS the hand and seal of Mortgagees the day and year first above written.
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 mortgagees 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 Mortgagees do hereby expressly release and waive.

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All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, 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 notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of 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 notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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 the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all

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Chicago, Illinois 60618

3744 North Harding

Chicago, IL 60601

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

Richard G. Schoenstadt
Siegel, Moses, Schoenstadt & Webster, P.C.

[X] Mail To:

[] Recorders Box 333



CTTC Trust Deed 1, Individual Mortgage Term, Secures One Principal Note, Use with CTTC Note 1, Form 39 R.1/95

Property of Cook County Clerk's Office

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

BY [Signature]
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE
Assistant Vice President, Assistant Secretary

Identification No. 792133

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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport 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 of Deeds in which this instrument shall have been recorded or filed. 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 the be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" 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 principal notes of this Trust Deed.
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.
17. See Rider attached hereto and made a part hereof as it fully set forth the provisions of the Trust and Trustees Act of the State of Illinois shall be applicable to this trust deed.

66-12-285

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**RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN
JUNIOR TRUST DEED DATED 25, 1996, BETWEEN JAMES L.
WEBSTER AND JANICE WEBSTER ("MORTGAGORS")
AND CHICAGO TITLE AND TRUST COMPANY ("TRUSTEE")**

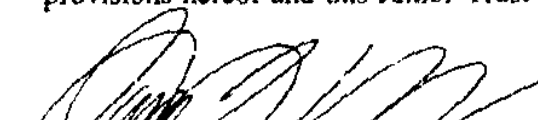
18. In the event of any inconsistencies between the terms of this Rider and the printed form to which this Rider is annexed, the terms of this Rider shall prevail.


19. In the event of any sale, conveyance, transfer or assignment of all or any portion of (a) title to the premises; or (b) the beneficial interest of any title-holding land trust which holds legal or equitable title to the premises, the entire outstanding indebtedness hereby secured shall, at the election of the Trustee or Holders of the Note secured hereby, become immediately due and payable.

20. Any notice to mortgagors provided for in this Junior Trust Deed shall be given by mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to Mortgagors at the address of the premises or such or other address as the Mortgagors may designate by notice to the Holders of the Note as provided herein. Any notice to the Holders of the Note shall be given by certified mail, return receipt requested, postage prepaid to the address of the Holders of the Note may designate by notice to the Mortgagors as provided herein. Any notice provided for in this Junior Trust Deed shall be deemed to have been given to Mortgagors or to the Holders of the Note when given in the manner designated herein.

21. Upon Mortgagors' breach of any covenant or agreement of Mortgagors in this Junior Trust Deed, including the covenants to pay when due any sums secured by this mortgage, the Holders of this Note prior to acceleration shall mail notice to Mortgagors as provided in Paragraph 20 above specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than fifteen (15) days from the date the notice is mailed to Mortgagors, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Junior Trust Deed, foreclosure by judicial proceeding and sale of the premises. If the breach is not cured on or before the date specified in the notice, the Holders of the Note, at their option may declare all of the sums secured by this Junior Trust Deed to be immediately due and payable without further demand and may foreclose this Junior Trust Deed by judicial proceeding. The Holders of the Note shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of any document or evidence, abstracts and title reports.

22. If any clause or provision of this Junior Trust Deed is determined to be void or otherwise unenforceable, it shall not invalidate or affect the enforceability of the remaining provisions hereof and this Junior Trust Deed shall remain in effect.


James L. Webster


Janice Webster

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