

# UNOFFICIAL COPY

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TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are hereby directed to register the document hereto attached on the certificate herein referred to affecting title to the following described premises, to wit:

Book 2855-1 Page 231 P.I.# 16-05-422-018 Tax No. 27 276-85  
Certificate No. 1425461 Property Address 903 N. WALLER, CHGO, IL. 60651

Legal Description:

LOT TWENTY SIX ----- (26)  
IN BLOCK TEN (10) IN THE NEW SUBDIVISION OF BLOCKS ONE (1),  
TWO (2), EIGHT (8), NINE (9), TEN (10) AND ELEVEN (11), IN  
SALISBURY'S SUBDIVISION OF THE EAST HALF ( $\frac{1}{2}$ ) OF THE SOUTHEAST  
QUARTER ( $\frac{1}{4}$ ) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN.

Midwest Real Estate Investment Co.

By D. Stonaway  
Agent

3474745

3474745  
**CERTIFICATE OF PURCHASE**  
 FOR GENERAL TAXES AND SPECIAL ASSESSMENTS, A.D. 1983 ETC.

Certificate No. .... Volume No. .... Item ..... Page .....  
 Installment ..... Special Assessment Warrant No. ....  
 No. 015889 CERTIFICATE OF PURCHASE  
 Volume 547 Page 3

STATE OF ILLINOIS }  
 COUNTY OF COOK }

THIS IS TO CERTIFY that on November 14, A.D., 1984, the Circuit Court of said Cook County, on the application of Edward J. Rosewell, County Treasurer and Ex-Officio County Collector of said Cook County, for judgment for all delinquent Taxes and special assessments levied and assessed upon the Lands and Lots, each parcel of land or lots being designated by a permanent real estate index number, in lieu of legal description used heretofore, in the County of Cook and State of Illinois, and included in the Collector's Warrant Books for the year 1983 and all Interest, Costs and Charges remaining due and unpaid thereon pursuant to law, entered a judgment against the hereinafter described Lands or Lots designated by a permanent real estate index number, for the amounts found to be due thereon, being for the sum of Two hundred fifty five

Dollars and 55 Cents, to follow to wit:

**GENERAL TAXES**

Taxes..... A.D. 1983 \$ 225.84  
 Back Taxes..... A.D. \$ .....  
 Interest..... \$ 23.71  
 Costs..... \$ 6.00

**SPECIAL ASSESSMENTS**

Amount of ..... Installment ..... \$ .....  
 Interest on this and Deferred Installments from Jan. 2, ....., to January 2, ....., and  
 interest on this installment from January 2, ....., to July 31, ....., \$ .....  
 Total ..... \$ .....  
 Interest of ..... Installment from August 1, ....., to date of Judgment \$ .....  
 Costs..... \$ .....  
 Total..... \$ .....  
 Total amount of Judgment..... \$ 255.55

And that the hereinafter described Lands or Lots designated by a permanent real estate index number, remained delinquent after the rendition of said Judgment up to the time of sale hereinafter set forth, and Interest and Costs accrued subsequent to said Judgment, as follows:

Interest to date of sale..... \$ .....  
 County Collector's Commission..... \$ .....  
 Costs..... \$ 4.00  
 Total Amount of Sale..... \$ 259.55

And that in and by said Judgment it was ordered by said Court that the hereinafter described Lands or Lots as designated by permanent real estate index numbers, be sold as the law directs to satisfy the full amount of said Judgment and Interest and Costs thereafter accruing.

PERMANENT REAL ESTATE INDEX NUMBER 16-05-422-018-0000

And that pursuant to law, process was issued to said Treasurer and Ex-Officio County Collector of said County, to sell said Lands or Lots, designated by said permanent real estate index number, to satisfy the said Judgment, and Interests and Costs, thereafter accruing. That by virtue of said process, said County Collector did, on the 17th day of December 1984 open the sale upon said process and said sale being duly continued from day to day by adjournments duly announced, and the same being reached in its order, said County Collector did this day offer for sale, and did sell Lands or Lots, as designated by said permanent real estate index number, to pay the said sum of

Two hundred fifty nine Dollars and 55 Cents for the general taxes and/or special assessments advertised for this sale including interests and costs; and that said purchaser also paid in addition thereto, general taxes and/or special assessments, interests and costs charged due and unpaid, not included in the advertisement, on said lands or lots as designated by said permanent real estate index number for the years..... in the further sum of

..... Dollars and ..... Cents  
 Co. Clk. Fee \$5.00 Writing & Sealing Cert. Tax Search Fee \$10.00 County Treas. Fund \$30.00  
 Total amount of taxes, interest and costs paid by purchaser Three Hundred  
four Dollars and 55 Cents

(304.55) and that MIDWEST REAL ESTATE INVESTMENT COMPANY duly became the purchaser of said Lands or Lots as designated by said permanent real estate index number, and paid thereon the sum last aforesaid; that said purchase was made on the basis of and for the rate of EIGHT percent penalty on said amount of said sale, that being the least percentage thereon as penalty for which any person would pay the said amount due thereon.

UNLESS the holder of this certificate takes out the deed as entitled by law, and files the same for record within one year, from and after the time for redemption legally expires, then this certificate shall, from and after the expiration of such one year; be absolutely null. If the holder of this certificate shall be prevented from obtaining a deed by injunction or order of any Court or by refusal of the Clerk to execute the same, the time he is so prevented shall be excluded from the computation of such time.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Cook County at Chicago, in said County, this 25th day of March A.D. 1985

Edward J. Rosewell  
 County Clerk of Cook County  
E.J. Rosewell  
 County Treasurer and Ex-Officio Collector of Cook County

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I, JEAN M. RUFICH, A Notary Public in and for the County of Cook and State of Illinois, do hereby certify that this instrument is a true and exact copy of the original document.

Signed and sealed this 7th day of October, 1985.  
Jean M. Rufich  
Notary Public

Registrar of Titles	
Enter this document on Certificate of Title	
No.	<u>1425461</u>
Vol.	<u>2855-1</u>
Page	<u>23/</u>
TX #	<u>27270-85</u>
Date	<u>11-5-85</u>
TOC#	<u>A</u>

58 AM '85

CERT. ON FILE

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34 NOV 1985

1425461  
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WEST REAL ESTATE INVESTMENT CO.  
77 W. WASHINGTON ST., RM. 420  
CHICAGO, ILL. 60601

WRAPAROUND TRUST DEED, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS

THIS WRAPAROUND TRUST DEED, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS (this "Mortgage") is made and entered into this 6TH day of August, 1985, by and between Nardi and Company, Inc. (the "Trustee" or "Mortgagee") and Olympian Associates, Ltd. (the "Mortgagor"), whose address for the purposes hereof is 200 W. Madison, Suite 3050, Chicago, IL 60602.

WHEREAS, the Mortgagor is justly indebted to the legal holder that certain Wraparound Note of even date herewith in the original principal amount of One Million Seven Hundred Twenty-Eight Thousand Dollars (\$1,728,000.00) payable to the order of and delivered to the Trustee (the "Wrap Note").

NOW, THEREFORE, to secure the payment of said principal sum of money and all interest thereon and all other sums which may become payable under the terms of this Trust Deed or the Wrap Note (the "Indebtedness"), which indebtedness shall in no event exceed the sum of Five Million Dollars (\$5,000,000.00), in accordance with the terms, provisions and limitations of this Trust Deed, and of the Wrap Note, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor does by these presents, grant, remise, mortgage, release, alien, convey and warrant unto the Trustee, its successors and assigns, the real estate, and all of its estate, right, title and interest therein, whether in law or in equity, situate, lying and being in the Village of Hillside, County of Cook, and State of Illinois, legally described as set forth on Exhibit "A" attached hereto and made a part hereof, which, with the property, interests, title and rights hereinafter described is referred to herein as the "Mortgaged Property".

TOGETHER WITH all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, income, issues and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily).

TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Mortgaged Property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under the Mortgaged Property, or any part

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17585  
LOT 1  
MORTGAGE AFFECTS PART  
CREATED BY DOC. 2655538  
FOR OF 1327006980  
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thereof, and used or usable in connection with any present or future operation of the Mortgaged Property, including, but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air cooling and air conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds, refrigerators, cooking apparatus and mechanical equipment, gas and electric fixtures; partitions; mantels, built-in mirrors, window shades, blinds, furniture of public spaces, halls and lobbies; attached cabinets, partitions, ducts and compressors; rugs and carpets; draperies; furniture and furnishings used in the operation of the Mortgaged Property, together with all additions thereto and replacements thereof (Mortgagor hereby agreeing, with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

TOGETHER WITH all right, title and interest of the Mortgagor, including any after acquired title or reversion, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof.

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

TOGETHER WITH all of Mortgagor's rights further to encumber said property for debt except by such encumbrances having the prior written approval of Mortgagee, which approval to be granted or withheld by Mortgagee in its sole discretion.

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TO HAVE AND TO HOLD the Mortgaged Property unto the said Mortgagee, its successors and assigns, for the purposes and uses herein set forth, provided however that if Mortgagor shall pay to Mortgagee, or its successors and assigns, all of the Indebtedness, these presents and estates hereby granted shall cease and be void, otherwise to remain in full force and effect forever.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Payment of Indebtedness

Mortgagor shall promptly pay each item of the Indebtedness when the same becomes due and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements of Mortgagor to be performed or observed as provided herein and in the Wrap Note.

2. Payment of Taxes

Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer service charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Mortgaged Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any Taxes which Mortgagor may desire to contest.

3. Insurance Policies

Mortgagor shall insure and keep insured, by insurance companies approved by Mortgagee, all of the buildings and improvements now or hereafter included within the Mortgaged Property and each and every part and parcel thereof, in such amounts and against such perils and hazards as Mortgagee may from time to time require. Said policies shall name the Philadelphia Savings Fund Society as First Mortgagee under a standard mortgage clause and Mortgagee as second Mortgagee under a standard mortgage clause; all policies shall provide that they shall not be cancelled except on thirty (30) days prior written notice to said First Mortgagee and to Mortgagee.

4. Adjustment of Losses With Insurer and Application of Proceeds of Insurance

In case of loss, Mortgagor is authorized to proceed with the settlement and adjustment of any claim under such

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insurance policies obtained pursuant to Paragraph 3 hereof, provided that no such settlement or adjustment shall be finally approved by Mortgagor without the prior written consent of said First Mortgagee and Mortgagee. However, in the event of any default under the Wrap Note, or this Mortgage, Mortgagee is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In any case said First Mortgagee, with its consent, Mortgagee alone is authorized to collect and receipt for any such insurance proceeds. Such insurance proceeds shall be retained and applied by Mortgagee toward payment of the Indebtedness, whether due or not, in such priority and proportions as Mortgagee, in its sole discretion, shall deem proper or, at the sole discretion, of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and applied against the Indebtedness.

5. Prepayment Privilege

At such time as Mortgagor is not in default under the Wrap Note, or this Mortgage, Mortgagor shall have the privilege of making prepayments on the principal or interest owed pursuant to the Wrap Note in accordance with the terms and conditions set forth in the Wrap Note, but not otherwise.

6. Acceleration of Indebtedness

In the event Mortgagee becomes entitled, pursuant to the terms of the Wrap Note, to accelerate the obligation to pay the Indebtedness, or in the event of breach or default in any representation, warranty, covenant, agreement, or condition to be kept, performed, or observed by Mortgagor as provided in this Mortgage, (collectively, "Event of Default"), then all of the Indebtedness shall, at the option of Mortgagee, become immediately due and payable without further notice.

7. Mortgagee's Lien for Expenses

At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by the Mortgagee in connection with the Indebtedness.

8. Release Upon Payment and Discharge of Mortgagor's Obligations

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Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all Indebtedness and payment of a reasonable fee to Mortgagee for the execution of such release. Mortgagor shall in no event and under no circumstances whatever be entitled to the release from this Mortgage or the lien hereof of any separate part of the Mortgaged Property, except in connection with release of the entire Mortgaged Property at the time of payment and discharge of all of this Indebtedness.

9. Waiver of Defense

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 Wrap Note.

10. Underlying Debt

(a) It is understood and agreed that the lien of the Mortgage is junior, subject, and subordinate to the rights and liens created by a Trust Deed (the "Trust Deed"), an Assignment of Rents, and a Chattel Mortgage, each dated November 15, 1976 and executed by Mortgagee (collectively the "Underlying Security Documents"). The principal amount of the loan evidenced by the Underlying Note, as hereafter defined, and secured by the Underlying Security Documents, together with interest, late charges, and any and all other amounts as shall from time to time be due thereon or thereunder is defined as the "Underlying Debt".

The Underlying Security Documents secure an Installment Note dated November 15, 1976 in the original principal amount of \$1,100,000.00 and payable to bearer (the "Underlying Note").

(b) Mortgagor hereby covenants and agrees to duly and punctually perform, observe, and pay all of the covenants, terms, provisions, conditions, agreements, and payments required to be performed, observed, or paid pursuant to the Underlying Security Documents and the Underlying Note, except to the extent that payments due under the Wrap Note are required to be made by Mortgagee under the Wrap Note provided however that the failure to comply with the terms and provisions of the Trust Deed, shall not constitute an Event of Default hereunder unless there is entered, in any court, an order or decree foreclosing or authorizing the foreclosure of the lien of the Trust Deed.

(c) Except as specifically set forth in the Wrap Note, nothing herein or in the Wrap Note shall require, obligate,

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or make liable Mortgagee to perform, observe, or pay any of the terms, provisions, conditions, agreements, or payments required to be performed, observed, or paid pursuant to the Underlying Security Documents, including, without limitation, any release fees or other amounts in addition to regular installments of principal and interest on the Underlying Note, provided, however, that the mortgagee may, at its sole discretion, perform, observe or pay all or any such term, provision, condition, agreement, or payment and do and make any and all such acts, things, and payments required to prevent or cure any default under the Underlying Security Documents or Underlying Note; and any monies advanced or expended by Mortgagee in connection therewith shall be so much additional Indebtedness, and shall be immediately due and payable with interest at the Default Rate, from the date expended to the date paid.

## 11. Rents

To further secure the Indebtedness Mortgagor does hereby sell, assign and transfer unto the Mortgagee, subject to the underlying security documents, all leases and agreements for the use and occupancy of the Mortgaged Property and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any letting of or of any agreement for the use or occupancy of the Mortgaged Property, or any part thereof, which may have been heretofore, or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto the Mortgagee.

Although it is the intention of the parties that the assignment contained in this Paragraph 11 shall be a present assignment it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this Paragraph until an Event of Default shall occur or exist hereunder.

At any time within thirty (30) days after notice and demand by the Mortgagee, the Mortgagor will deliver to the Mortgagee, but not more frequently than once in every twelve (12) month period, a statement in such reasonable detail as the Mortgagee may request, certified by the Mortgagee or an executive officer of a corporate Mortgagee, of the leases relating to the Mortgaged Properties, and that on demand the Mortgagor will furnish to the Mortgagee executed counterparts of any such leases.

## 12. Binding On Successors and Assigns

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This Mortgage and each and every covenant, agreement and other provision hereof shall inure to the benefit of Mortgagee and its successors and assigns and shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other person having an interest therein), and, without limitation of the foregoing, no assignee of Mortgagor shall be entitled to assert against Mortgagee any action, claim, defense, or setoff which Mortgagor may have had against Mortgagee as of the time of any assignment by Mortgagor. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder or holders from time to time of the Wrap Note, whether so expressed or not; and each such from time to time holder or holders of the Wrap Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder or holders were herein by name specifically granted such rights, privileges, powers, options and benefits and were herein by name designated Mortgagee.

13. Governing Law; Severability

This Mortgage shall be governed by the internal laws of the State of Illinois.

In the event any provision hereof is unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised therefrom, as circumstances may require, and this Mortgage shall be construed as if such provision (to such extent) had originally been included herein as so limited or had never been included herein, as the case may be.

14. Time of the Essence

Time is of the essence of this Mortgage. In the computation of any period of time provided for in this Mortgage or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

15. Captions and Pronouns

The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or

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intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

## 16. Notices

All notices, demands or other communications of any type (herein collectively referred to as "Notices") given by Mortgagor to Mortgagee, or Mortgagee or Mortgagor, whether required by this Mortgage or in any way related to the Indebtedness, shall be void and of no effect unless given in accordance with the provisions of this Paragraph 16. All Notices shall be in writing and delivered to the person to whom the Notice is directed, either (a) by personal delivery, or (b) by United States Certified Mail, postage prepaid, return receipt requested. Except as otherwise provided herein, Notices shall be effective when deposited in a post office or other depository under the care for custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, addressed, as follows:

(i) If to the Mortgagee:

LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60602

Copy to:

Ira Kipnis, Esq.  
400 E. Randolph St.  
Chicago, IL

(ii) If to the Mortgagor:

Olympian Associates Ltd.  
c/o Robert T. Campbell  
200 W. Madison, Suite 3050  
Chicago, IL 60602

Copy to:

William G. Daluga, Jr., Esq.  
Daluga & Schneider, Ltd.  
180 N. LaSalle, Suite 2507  
Chicago, IL 60601

## 17. Estoppel Certificate

Mortgagor, upon request of Mortgagee, shall certify by a writing duly acknowledged to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any

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offsets or defenses exist against the Indebtedness, within 30 days after the mailing of such request.

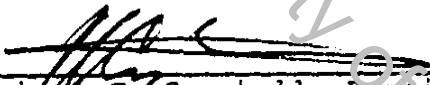
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGEE - Trustee:

NARDI AND COMPANY, INC.

  
\_\_\_\_\_  
Stephen A. Nardi, President

MORTGAGOR:

  
\_\_\_\_\_  
Robert T. Campbell, President  
Olympian Building Center, Inc.  
General Partner of  
Olympian Associates, Ltd.

This instrument was prepared by: MAIL TD

WILLIAM G. DALUGA  
DALUGA & SCHNEIDER, LTD.  
180 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60601

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RIDER TO THAT CERTAIN TRUST DEED,  
SECURITY AGREEMENT AND ASSIGNMENT  
OF RENTS DATED AUGUST 6, 1985  
BETWEEN NARDI AND COMPANY, INC.,  
AS TRUSTEE AND OLYMPIAN ASSOCIATES,  
LTD., AS MORTGAGOR

18. It is understood and agreed that the first mortgagee has consented to the execution of this Wraparound Trust Deed. In the event Mortgagor shall further hypothecate its interest in the real estate pledged hereunder without the consent of the first mortgagee and such hypothecation causes a declaration of default under the first mortgage and acceleration of the note to which it secures then such act shall also constitute a default under this Wraparound Trust Deed and the Wraparound Note to which this Wraparound Trust Deed is pledged as security shall also become immediately due and payable.

NARDI AND COMPANY, INC.

OLYMPIAN ASSOCIATES, LTD.

By: *William J. Lawrence*

By: *Robert J. Campbell Esq.*  
*William J. Lawrence Attorney*

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