

3590149

Trust Deed

This ~~TRUST DEED~~ is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. _____, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said not contained shall be construed as creating any liability on the said First Party or on said RIVER OAKS BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express, or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said RIVER OAKS BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: February 5, 1987

RIVER OAKS BANK AND TRUST COMPANY

as Trustee and not personally

BY: [Signature]
Vice President

ATTEST: [Signature]
Assistant Trust Officer

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named _____ Vice President - ~~Cashier~~ and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this 5th day of February _____, A.D., 1987.

[Signature]
Notary Public

TRUST DEED



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 5, 1987, between RIVER OAKS BANK AND TRUST COMPANY, as trustee under trust no. 2194, dated February 2, 1987,

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 TWENTY THOUSAND FIVE HUNDRED AND 00/100 (\$20,500.00)

... Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ROBERT FOSTER, married to CHRISTINE FOSTER; JOSEPH FOSTER, married to MARIAN FOSTER; and DANA FOSTER, a never-married person, and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 5, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10% per annum in instalments (including principal and interest) as follows: Six Hundred Fifty-One and 02/100 (\$651.92)

... Dollars or more on the 1st day of June, 1987, and Five Hundred Twelve and 50/100 (\$512.50) ... Dollars or more on the 1st day of each quarter 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 December, 1990. 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 15% per annum, and all of said principal and interest being made payable at such banking-house or trust company in address 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

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 VILLAGE OF LANSING, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 7 and 8 in Block 1 in Lorenz Subdivision, being a Subdivision of the North 1/3 of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

permanent index number: 30-31-301-005 8 30-31-301-006 7

THIS INSTRUMENT WAS PREPARED BY: THIS DOCUMENT IS A SECOND MORTGAGE Thomas S. Eisner 930 West 175th Street Homewood, IL 60430

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 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, inador 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. RIVER OAKS BANK AND TRUST COMPANY, as trustee, TRUST NO. 2194 [SEAL] BY: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF [SEAL]

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid; DO HEREBY CERTIFY County of Cook THAT

who personally knows to me to be the same person whose name subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of 19

Notary Public

2/6/87 Deed right on affects property in GF's 12279 791

3590149

DUPLICATE

6410655 2521 Ridge Road Chicago, Ill. 60438

FOR RECORDERS' INDEX PURPOSES INSERT STREET ADDRESS ABOVE DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY

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

188 West Randolph, Suite 723 Chicago, Ill. 60606

FILE # 7-300971-33

13. This Trust Deed and all provisions hereof shall extend and be binding upon Mortgagees and all persons claiming under or through them given Trustee.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument has been recorded or filed. In case of the resignation, inability or refusal of Trustee, the then Recorder of Deeds 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

15. This Trust Deed and all provisions hereof shall extend and be binding upon Mortgagees and all persons claiming under or through them given Trustee.

16. Before the term of the note is due, the Trustee may, at any time, upon written request, furnish to the holder of the note a copy of the report of the appraiser or other person named in the note, and the Trustee shall be bound to furnish the same to the holder of the note upon the same terms and conditions.

17. 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 obligated to record this trust deed or to execute 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 exercising any power hereunder.

18. No action for the enforcement of the lien or of any provisions hereof shall be a defense which would not be good and available to the party interposing same in an action at law upon the note hereof.

19. Upon, or at any time after the filing of a bill to foreclose, 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 mortgagor. The receiver shall have power to collect the full amount of the principal of the note and interest thereon, together with any other moneys due or payable by the mortgagor, and to sell the premises and to distribute the proceeds thereof to the holder of the note.

20. The proceeds of any foreclosure sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a lien in priority to the lien of the mortgage secured by this trust deed; third, all principal and interest, including unpaid interest, on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

21. Upon, or at any time after the filing of a bill to foreclose, 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 mortgagor. The receiver shall have power to collect the full amount of the principal of the note and interest thereon, together with any other moneys due or payable by the mortgagor, and to sell the premises and to distribute the proceeds thereof to the holder of the note.

22. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

23. The Trustee or holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

24. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

25. The Trustee or holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

26. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

27. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

28. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.

29. In case of default in the performance of any of the terms of the note, the holder of the note 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 amount of the note all expenses and charges, including the cost of advertising, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all such abstracts of title, title searches and examinations, and all other costs and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for a attorney's fee.