

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A
PART OF TRUST DEED DATED
MAY 31, 1988 BY AND BETWEEN
HARRIS TRUST AND SAVINGS BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED MAY 19, 1988
AND KNOWN AS TRUST #94156 ("FIRST PARTY")
AND CHICAGO TITLE AND TRUST COMPANY
("TRUSTEE")

PAGE 1 OF 2

12. The First Party (at the direction and upon the authorization of its beneficiary) 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 First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

13. ASSIGNMENT OF RENTS AND LEASES.

As additional security for the obligations secured by this Trust Deed, First Party hereby transfers and assigns to Trustee, all the right, title and interest of First Party, as lessor, in and to all current leases of the premises, if any, and any guarantees, amendments, renewals or extensions thereof, and all future leases made by First Party with respect to the premises, and all of the rents, issues, proceeds and profits therefrom; provided that First Party shall have the right to collect and retain such rent, so long as an event of default hereunder has not occurred or is existing. Notwithstanding the foregoing, the assignment of rents and leases made by First Party hereunder shall be deemed a present assignment.

First Party hereby covenants and agrees that it shall not, without Trustee's prior written consent: (a) accept any payment of any installment of rent more than thirty (30) days in advance of the due date therefor; (b) enter into any management agreement or assignment or sublease of any lease, license or concession pertaining to the premises; and (c) modify or amend any lease or cancel or terminate any lease except for the non-payment of rent. First Party further covenants and agrees that it shall, at its sole cost and expense: (a) promptly abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the premises, on the part of the landlord thereunder; (b) enforce or secure the performance of all of the covenants, conditions and agreements contained in any lease of the premises on the part of any tenant thereunder; and (c) appear in and defend any action or proceeding arising out of or related to such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder.

Trustee shall not be obligated to perform or discharge, nor does Trustee hereby undertake to perform or discharge, any obligation, duty or liability under any of such leases, and First Party hereby agrees to indemnify and hold Trustee harmless of and from all liability, loss or damage which it may incur under said leases or under or by reason of the assignment thereof and all claims and demands whatsoever which may be asserted against Trustee. Should Trustee incur any liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands made in connection therewith, the amount thereof, including without limitation attorneys' fees and expenses, shall be secured hereby, and shall become immediately due and payable upon demand with interest at the post-maturity interest rate set forth above from the date of advancement until paid.

Upon the occurrence or existence of an event of default hereunder, Trustee, or any authorized agent of Trustee or any judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the premises and to collect the rents therefrom, if any, including any rents past due. All rents collected by any of the foregoing parties shall be applied first to payment of the costs of management of the premises and collection of rents, including without limitation receiver's fees, premiums or bonds and attorneys' fees and expenses, and then to the sums secured by this Trust Deed. Any such party shall be liable to account only for the rents actually received.

724151

14. Anything contained herein to the contrary notwithstanding, the occurrence of any Event of Default (as defined in the Note secured by this Trust Deed) shall be a default hereunder.

DYD-2-51888-4885t

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RIDER ATTACHED TO AND MADE A
PART OF TRUST DEED DATED
MAY 31, 1988 BY AND BETWEEN
HARRIS TRUST AND SAVINGS BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED MAY 19, 1988
AND KNOWN AS TRUST #94156 ("FIRST PARTY")
AND CHICAGO TITLE AND TRUST COMPANY
("TRUSTEE")
PAGE 2 OF 2

15. The within Trust Deed, note secured hereby and Assignment of Rents contained therein, shall be subordinate, junior and inferior to any rights or obligations under the following Trust Deeds, notes secured there by and Assignments of Rents:

1. Trust Deed Dated May 20, 1988 to Park National Bank of Chicago, a National Banking Association in the sum of \$1,550,000.00.
2. Trust Deed Dated May 24, 1988 to Park National Bank of Chicago, a National Banking Association in the sum of \$800,000.00.
3. Assignment of Rents dated May 20, 1988 to Park National Bank of Chicago, a National Banking Association.

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

PARCEL 1(A):

LOTS 46 TO 58, BOTH INCLUSIVE, (EXCEPTING THEREOF THAT PART OF SAID LOTS LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTH EAST LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1(B):

LOTS 39 TO 45, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE PART OF SAID LOTS LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTH EAST LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1-"A" AND 1-"B" BEING IN BLOCK 4 IN HUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THE PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREFROM) IN COOK COUNTY, ILLINOIS

PARCEL 1(C):

LOTS 3 TO 12, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1(D):

LOTS 18 TO 20, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1-"C" AND 1-"D"

BEING IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PARCEL 2:

THAT PART OF BLOCK 4 AND THE VACATED STREET SOUTH WEST AND ADJOINING THE SAME IN THE VILLAGE OF JEFFERSON DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH EAST RIGHT OF WAY LINE OF THE WISCONSIN DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY WITH THE SOUTH WEST LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY 475.6 FEET ALONG SAID SOUTH WEST LINE; THENCE SOUTHWESTERLY 60 FEET AT RIGHT ANGLES TO SAID SOUTH WEST LINE; THENCE SOUTHWESTERLY 97.1 FEET AT RIGHT ANGLES TO THE NORTH EAST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY TO SAID RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 469.3 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PORTION OF SAID PREMISES TAKEN FOR THE WIDENING OF MILWAUKEE AVENUE AND HERETOFORE CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED MAY 2, 1927 AND RECORDED ON OCTOBER 14, 1927 AS DOCUMENT 9808980 AND EXCEPT THAT PORTION OF SAID PREMISES CONVEYED TO SWIFT AND COMPANY, A CORPORATION OF ILLINOIS, BY DEED DATED JUNE 20, 1927 AND RECORDED JUNE 28, 1927 AS DOCUMENT 9699825 AND EXCEPT THAT PORTION ALSO CONVEYED TO SWIFT AND COMPANY, A CORPORATION OF ILLINOIS, BY QUIT CLAIM DEED DATED JUNE 20, 1927 AND RECORDED ON OCTOBER 31, 1927 AS DOCUMENT 9825653 IN COOK COUNTY, ILLINOIS)

PARCEL 3:

LOT 57 (EXCEPT THE SOUTH 73 FEET THEREOF) AND LOTS 58 TO 64, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 57 TO 64 TAKEN FOR STREET) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 31, 32, AND 33 IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) EXCEPT FROM SAID PREMISES THAT PART LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE TAKEN FOR WIDENING MILWAUKEE AVENUE ALL IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOT 34 (EXCEPT THE SOUTHWESTERLY 21 FEET THEREOF) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE EXCEPT THE NORTH 666 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Handwritten initials

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UNOFFICIAL COPY

TRUST DEED

3712624



THIS TRUST DEED IS JUNIOR TO A FIRST TRUST DEED AND A SECOND TRUST DEED

CHICAGO

THE ABOVE SPACE FOR RECORDER'S USE ONLY

71-58-881-D3

THIS INDENTURE, Made May 31, 1988, between Harris Trust and Savings Bank, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated May 19, 1988 and known as trust number 94156, herein referred to as "First Party," and Chicago Title and Trust Company

an Illinois corporation, heroby referred to as TRUSTEE, witnesseth: THAT, WHEREAS, First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of FIVE HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED FIFTY-FIVE & 13/100 Dollars,

made payable to THE ORDER OF LYNCH PARTNERS and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in instalments as follows: Principal shall be payable in forty-three consecutive equal monthly installments of \$13,654.77, commencing DOLLARS or more

on the 1st day of November 1989, and DOLLARS or more

on the 1st day of each month thereafter, to and including the 1st day of April 1993, with a final payment of the balance due on the 1st day of May 1993, with interest from the date hereof on the principal balance from time to time unpaid at the rate of percent per annum; each of said instalments of principal bearing interest after maturity at the rate of 3 percent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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

in said City, NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and made a part hereof. equal to the Prime Rate, in effect from time to time, plus 1% but not in excess of 12% per annum. The Prime Rate shall mean for any calendar month the rate per annum announced by Harris Trust and Savings Bank as its prime commercial rate, as in effect on the first day of such month. Such interest shall be payable on May 1, 1989 and on November 1, 1989 and thereafter on the first day of each calendar month thereafter with a final payment of all accrued but unpaid interest on the 1st day of May, 1993.

The sale, encumbrance, conveyance or other transfer of all or any part of First Party's interest in the premises or in the beneficial interest in any trust which holds title to the premises shall be a default hereunder and the indebtedness secured hereby shall immediately become due and payable and the holders of the Note or Trustee shall have all rights and remedies available to them hereunder or as provided at law or in equity.

The indebtedness secured by this Trust Deed may be prepaid in whole or in part at any time and from time to time without penalty.

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 First Party, its successors or assigns 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 limiting 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 First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 waste, and free from mechanic's 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 notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said 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) under 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 payable, in case of loss or

above the rate set forth above

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TO: 3712624 Dermott, Will & Houry Attn: David P. Doye 111 West Monroe St Chicago, Ill 60603

PLACE IN RECORDER'S OFFICE BOX NUMBER 3712624

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

damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 attorneys' 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity 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 of the provisions of this paragraph.

2. 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, foreclosure, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 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 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 post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity 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, 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) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 power to collect the rents, taxes 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 First Party, its successors or assigns, 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 a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 of omission 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.

9. 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 executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never 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 on behalf of First Party.

10. 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 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 herein given Trustee.

11. 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.

See Rider attached hereto and made a part hereof.

THIS TRUST DEED is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank 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 note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank 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, any 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 Harris Trust and Savings Bank 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 hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

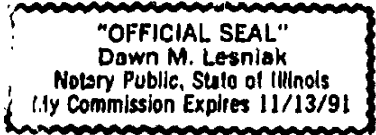
Harris Trust and Savings Bank, As Trustee as aforesaid and not personally,

By *[Signature]* ASSISTANT VICE-PRESIDENT

Attest *[Signature]* ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, } SS.
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the HARRIS TRUST and Savings Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date 31 day of May, 1968

Notarial Seal

Notary Public *[Signature]*

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT 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. **724151**
CHICAGO TITLE & TRUST COMPANY TRUSTEE
BY *[Signature]* TRUSTEE

ASST. SECRETARY

3712621