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RIDER

This Rider is attached to, forms a part of, and is identified with that certain Trust Deed dated April 25, 1989 whereby JOSEPH RUBINO and MARY ANN RUBINO mortgagors, convey a security interest in the therein described real estate to CHICAGO TITLE AND TRUST COMPANY, as Trustee, to guaranty payment of an Instalment Note bearing the same identification.

TRANSFER OF TITLE BY MORTGAGOR

1. Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of the Mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Trustee or Holders of the Note, without prior notice of the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgagors to make such payment within thirty (30) days of written demand therefor, the Trustee or Holders of the Note shall have the right to exercise all remedies provided in the Note, into mortgage or otherwise at law.

ASSIGNMENT OF LEASES AND RENTS

2. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, the Mortgagors hereby assign to the Trustee or Holders of the Note all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of

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the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case the Mortgagors hereby confer on the Trustee or Holders of the Note the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagors, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of the Trustee or Holders of the Note, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Trustee or Holders of the Note may in its sole discretion determine, and to turn any balance remaining over to the Mortgagors; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event the Mortgagors' title to the Premises should be acquired by the Trustee or Holders of the Note. The Trustee or Holders of the Note shall be liable to account only for rents and profits actually received by the Trustee or Holders of the Note. In exercising any of the powers contained in this section, the Trustee or Holders of the Note may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagors in the rental or leasing thereof or any part thereof.



JOSEPH RUBINO



MARY ANN RUBINO

3798143

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said 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 shall exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder 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.

2. Mortgagors shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which mortgagors may desire to contest.

3. Mortgagors shall 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 (as required by law to have its loan so insured) under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all to companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or 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 shall defend all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or cost of insurance, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or reform from any law or justice 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 attorney's fees, and any other moneys advanced by Trustee or the holder 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 past maturity rate set forth in the note according to the terms hereof, if any, otherwise the promissory rate set forth therein; fraction of Trustee or holders of the note shall never be considered as a matter of any legal account in determining amount of any default hereunder on the part of mortgagors.

5. The Trustee or the holder of the note hereby permits, making any payment hereby authorized relating to taxes or assessments, may do so according to law. No payment or act made hereunder shall be deemed to constitute public office without inquiry into the accuracy of such bill, statement or extract or into the validity of any tax or assessment, fee, fine, rate, tax, lien or title or claim thereon.

6. Mortgagors shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note and without notice to mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of defaulting upon payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days after the performance of any other act or term of the mortgage herein contained.

7. 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 have been or may be incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, costs for documentary and court evidence, stenographers' charges, publication costs and costs (which may be increased as in this deed to be expended) for the printing of the abstracts of title, title searches and examinations, title insurance policies, survey certificates, and sundry other liabilities with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute a suit for foreclosure to holders of the note or to carry out the terms of this deed, and all such additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the promissory 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 enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings 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 charges 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 part of 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 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 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 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 advisable in such case 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.

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 note hereby secured.

11. 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.

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 trust deed, nor shall Trustee be obligated to secure this trust deed or to execute 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 indemnity satisfactory to it before executing any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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 therefor and at the request of any person who shall file, before or after maturity thereof, proof and evidence to Trustee, by the note, promissory deed, and all indebtedness hereby secured and hereon paid, which representation Trustee may accept or reject without liability. Upon payment of the full amount of all indebtedness secured hereby, Trustee may accept as the person to be released hereon any person who shall file and execute a release, purporting to be executed by a prior trustee authorized to which conforms in substance with the description herein set forth of the note the release purports to be executed by the person herein designated as the maker thereof; and where the release is required to be signed by the person herein designated as the maker thereof, such release shall conform in substance with the description herein contained of the note to which it purports to be executed by the person herein designated as maker thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the recorder's inability or refusal to do so, to a third party, the then Recorder or Registrar of Deeds in which the instrument was recorded and shall be effective in Trust. Any person named 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 and be binding upon every person at all times, whether under or through mortgagors, and the word "mortgagors" when used here 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 their names on this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by the schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other acts or services performed under any provisions of this trust deed. The provisions of the "Trustee's Act" of the State of Illinois shall be applicable to this trust deed.

7-10-88

4-13-2012

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

Identification No. **728731**
CHICAGO TITLE AND TRUST COMPANY
 By *Whitney Caldwell*, Trustee
 Assistant Secretary / Assistant Vice President

David Skalman
 3113 W. 63rd St
 Chicago, IL 60629
 MADE IN RECORDER'S OFFICE BOX NUMBER 333

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