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RESULT OF SEARCH:

Property of Cook County Clerk's Office

773-864472

INTENDED GRANTEE OR ASSIGNEE:

773686

*3-7-90*

RESULT OF SEARCH

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

90 MAR -7 AM 10:13

DATE OF SEARCH:

*Bowling BK # 8-4909*

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

*1813241*

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Property of Cook County Clerk's Office

TRUST DEED  
3861472 1946

February 19 1990  
Beverly Trust Company as Successor  
Trustee to Beverly Bank under Trust #8-4909 dtd 12/14/76 of 10312 S Cicero, Oak Lawn, IL 60453

(The Grantor) and BEVELY BANK (the "Trustee"),  
Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit (the "Line of Credit") with Bevelly Bank and has executed a Promissory Note

made payable to BEVELY BANK (the "Note") in the principal amount of \$470,000.00.  
The Note is a revolving credit loan and the Lien which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinafter described. The Note evidences a revolving credit loan and the Lien

advance. Payments of all accrued interest on the then outstanding principal balance of the Note, as  
percentage above the Index Rate as hereinafter defined, shall com-  
of all principal and accrued interest due on

In the Note as the announced prime rate of interest for Large U.S. Money Center Commercial Banks, as published in the Wall Street Journal, is a variable rate of interest and is defined  
Journal on the immediately preceding business day. In the event the Wall Street Journal does not publish the Prime Rate of Interest for Large U.S. Money Center  
Board Regulation Z 226.5(b)(3) (ii). The Trustee will notify the Grantor of any new Index Rate implemented under this Line of Credit.

To secure the payment of the principal balance of and all interest due on the Promissory Note and performance of the agreement, terms and conditions of the Line of Credit  
Agreement, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns the following

described real estate of Chicago  
County of Cook,  
Illinois  
Lot Five (except West 10 feet thereof), (5) and the West 15 feet of Lot Six, (6)  
in Block Forty Six (46), in S.E. Cross, "Fourth" Addition to Dauphin Park, being  
a subdivision of the North Half (½) of the Northeast Quarter (¼) of the Southeast

Quarter (¼) of Section 3, Town 37 North, Range 14, East of the Third Principal  
Meridian, in Cook County, Illinois,  
75-03-403-005  
AKA: 713 E 91st St., Chicago IL

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, assessments, fixtures and appurtenances  
therein, including but not limited to any power, preference, right, priority, right of first refusal, right of redemption, right of reverter, and all other rights, claims and interests

in the Trust Deed.  
1. The Grantor agrees to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed;  
(2) keep said Premises in good condition and repair, without cost to the Trustee, and to keep the same free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay

when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal ordinance which  
with respect to the Premises and use thereof; (5) refrain from making any alterations in said Premises except as required by law or municipal ordinance; (6) pay before any  
general 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 for all such payments; (7) pay in full under protest in the manner provided by statute, any tax or assessment which

Grantor may desire to contest; and (8) keep all buildings and improvements now or hereafter situated on said Premises insured against fire, loss or damage by fire, or other casualty under  
policies at either the full replacement cost, in an amount sufficient to pay in full all liabilities secured hereby and all prior liens all in compliance herewith to the holder of the  
Note, under insurance policies payable, in case of loss or damage, to a mortgagee which has a prior lien. If any and then to trustee for the benefit of the holder of the Note, such  
rights to be evidenced by the standard mortgage clause to be attached to each policy.

At the option of the holder of the Note and without further notice to Grantor, 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, upon the occurrence of any one of the following events:

(a) Grantor engaged in fraud or material misrepresentation in connection with the Line of Credit.  
(b) Grantor does not meet the repayment terms of the Line of Credit.  
(c) Grantor's action or inaction adversely affects the security interest of the holder of the Note in the Premises for the Line of Credit or the rights of the holder of the Note in

the Premises, including, but not limited to, the following:  
(i) Death of any party to this Trust Deed, the Line of Credit Agreement, the Note, whether the Grantor, or any endorser, guarantor, surety or accommodation party;  
(ii) The sale of transfer of all or any part of the Premises or any interest in the Premises (or the sale or transfer of any beneficial interest in Grantor if Grantor is not a natural

person) without the Bank's prior written consent; and  
(iii) Any taking of the Premises through eminent domain.

2. The Trustee or the holder of the Note, may, but need not, make any payment of principal or interest on the Premises, but need not, make full or partial  
payments of principal or interest on the Premises, or on any other indebtedness, or on any other account, or on any other liability, or on any other obligation, or on any other debt, or on any other  
any tax, sale, or partition of the Premises or on any other asset, or on any other property, or on any other real estate, or on any other personal property, or on any other interest in real

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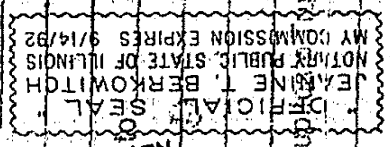
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139 W. Wabash Street, Chicago, IL 60643, Box 90

JAMES P. MICHALEK  
BEVERLY BANK

This instrument was prepared by and please mail to:



Sanjour

My Commission Expires:

Notary Public  
Eyrine T. Berkowitch  
19 90

Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument  
as their own free and voluntary acts, and as the Secretary of said corporation, did affix the said corporate seal of said corporation to said instrument  
as his own free and voluntary act, and as the Secretary of said corporation, did affix the said corporate seal of said corporation to said instrument  
GIVEN under my hand and official seal, this 19th day of September, 1990

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that  
Patricia Ralphson, Trust Officer  
Beverly Trust Company  
County of Cook  
State of Illinois

GIVEN under my hand and official seal, this 19th day of September, 1990  
My Commission Expires:

the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed,  
sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

ATTEST:  
Aust. Trust Officer  
Beverly Trust Company as Successor Trustee to  
Beverly Bank as Trustee w/t #8-4909

Individual Grantor  
Date:  
Individual Grantor  
Date:

IN WITNESS WHEREOF, Grantor(s) has/has executed this Trust Deed.  
17. If this Trust Deed is executed by a Trust, any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legally or enforcement of this Trust Deed, shall not affect the validity of the remainder of this Trust Deed and the provisions of this Trust Deed shall survive the same as though no such invalid portion had ever been included herein.  
16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legally or enforcement of this Trust Deed, shall not affect the validity of the remainder of this Trust Deed and the provisions of this Trust Deed shall survive the same as though no such invalid portion had ever been included herein.  
15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referred to above, or transfer of possession of the land Trust executing this Trust Deed. In addition, if the premises are sold under Articles of Agreement for Deed by the present holder or any beneficiary of a life holding Trust, all sums due and owing hereunder shall become immediately due and payable.  
14. 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 life, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.  
13. 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 shall release the Trust Deed and then thereon 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.  
11. 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, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.  
10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor for Grantor's successors, heirs, legatees, devisees and assigns shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber the Premises interest in the Premises under the lien and terms of the Trust Deed and to release homestead rights, if any, but is not personally liable on the Note or under this Trust Deed, and (b) agrees that Trustee and Holder of the Note and any other Grantor hereunder may agree to extend, modify, foreclose, or make any other accommodations with regard to the terms of the Note, without that Grantor's consent and without releasing the Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.  
9. Extension of the time for payment, acceptance by Trustee or the Holder of the Note of payments other than according to the terms of the Note, modification in payment of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors, heirs, legatees, devisees or surety hereof. Trustee or the Holder of the Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other than or charges by Trustee or Holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.