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This Indenture, made at Chicago, Illinois, this 12th day of April, 1972, by and between, RICHARD E. BOERKE and FREDRICKA R. BOERKE, his wife, of Winnetka, Cook County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Whereas, the said RICHARD E. BOERKE and FREDRICKA R. BOERKE, his wife

hereinafter called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of FORTY FIVE THOUSAND AND NO/100ths (\$45,000.00) ----- Dollars (\$ 45,000.00) and is due and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner paid, on May 1, 1992.

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month, commencing June 1, 1972, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

Whereas, said note bears interest from May 1, 1972 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

Now, Therefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lots 1, 2 and 3 in Barber's Subdivision of those parts of block 26 in John C. Garlands Addition to Winnetka in the South 1/2 of the South West 1/4 of fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, being the North 197.5 feet as measured along the Easterly line of Church Road lying West of the Westerly line and East of the Easterly line of Center Street as per plat thereof recorded September 7, 1927, as document 9,770,868, in Cook County, Illinois.

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with said real estate and the buildings and improvements thereon, are hereinafter sometimes referred to herein as the "premises" or the "mortgaged property.")

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Clerk's Office

To Have and To Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedness hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof, and, upon demand by the Trustee, or noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) so to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition, free from any liens thereon, then the Trustee, or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of foreclosure hereof, and shall be paid out of the rents and proceeds of sale of said premises if not otherwise paid by said Grantor(s); and it shall not be obligatory, in advancing or disbursing moneys for any purpose above authorized, to inquire into the validity of any claim or lien for which such disbursement is made. Nothing herein contained shall be construed as requiring the Trustee or noteholder to advance or expend moneys for any of the aforesaid purposes. The Grantor(s) shall not be required to pay any tax or assessment deemed excessive or invalid so long as the Grantor(s) shall, in good faith, object to or otherwise contest the validity of the same by appropriate legal proceedings which shall operate to prevent the collection of any such tax or assessment, or the sale of any part of said premises to satisfy the same, provided, always that prior to the institution of any such legal proceedings the Grantor(s) shall, upon demand by the Trustee or noteholder as protection and indemnity against loss or damage resulting therefrom, deposit either in cash or securities acceptable to the Trustee or noteholder an amount sufficient in its judgment to cover the unpaid or protested portion of any such tax or special assessment, together with any costs and penalties thereon which may thereafter accrue. During the pendency of such legal proceedings neither the Trustee nor noteholder shall have a right to pay any tax or assessment so contested unless (1) the Grantor(s) shall fail, in the judgment of the Trustee or noteholder, to prosecute such proceeding with reasonable diligence, (2) a tax receiver shall be appointed for said premises, or (3) said premises shall be advertised for sale for nonpayment of any such taxes or assessments. In any one of which events the Trustee or noteholder shall have the right to make such payment; and to the end aforesaid, during the pendency of such proceedings, and upon the termination of the same and the overruling or sustaining of such objections or protests, in whole or in part, the Trustee or noteholder is hereby given full power and authority, without notice to the Grantor(s), to use and apply so much of said cash or securities as may be necessary, in its sole judgment and discretion, to pay any balance owing and unpaid upon any taxes or assessments so contested, together with interest, penalties, and costs, and the Grantor(s) further covenant(s) to make such additional deposits as the Trustee and the noteholder from time to time may deem necessary in order that the Trustee shall at all times have on deposit a sufficient amount to protect it against any loss or damage as aforesaid.

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It is further made an express condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any such lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lien shall be the care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

As additional security for the payment of the aforesaid indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including fire damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit of the noteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or noteholder. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per cent (8%) annually, shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) annually, shall be so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereof.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovered by the Trustee.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the indebtedness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like effect as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby waive(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings thereon insured and in good repair, and

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to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts...

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee...

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's fees, stenographer's fees...

Notwithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the Maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same...

The word "noteholder" wherever used herein, means the holder or holders of said principal note.

It is expressly agreed by the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed...

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations herein contained, and all rights hereunder shall run with the land hereby conveyed...

The trustee or the noteholder shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successorship, become Trustee hereunder, with identical powers and authority...

The Trustee at any time acting hereunder may resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority...

If any Grantor is a corporation it 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 such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness, the hand(s) and seal(s) of said Grantor(s) the date first above written.

Richard E. Boerke (SEAL)
Fredricka R. Boerke (SEAL)
Fredricka R. Boerke (SEAL)

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, Karina Polivka a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Richard E. Boerke and Fredricka R. Boerke, his wife

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and notarial seal this 14th day of April 1972.

Notary Public seal and signature of Karina Polivka.

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Property of Cook County Clerk's Office

RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN TRUST DEED DATED
APRIL 12, 1972
EXECUTED BY RICHARD E. BOERKE AND
FREDRICKA R. BOERKE, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

Richard E. Boerke
Richard E. Boerke

Fredricka R. Boerke
Fredricka R. Boerke

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LOAN No. 8577

Trust Deed

RICHARD E. BOERKE and

FREDERICK R. BOERKE, his wife

To

**Continental Illinois National Bank
and Trust Company of Chicago
As Trustee**

Dof 202
**C. M. MELEP
Real Estate Department**

Continental Illinois National Bank
and Trust Company of Chicago
231 South La Salle Street
Chicago, Illinois 60693

**Continental Illinois National Bank
and Trust Company of Chicago
CHICAGO, ILLINOIS**

ADDRESS OF PROPERTY:

211 Church Road
Winnetka, Illinois 60093

5-08-083
2-7-71

Register No. 9062

Chicago, Illinois

4-25-1972

The principal note described in within trust deed has this day been identified by the undersigned by an endorsement thereon.

**Continental Illinois National Bank
and Trust Company of Chicago
As Trustee,**

By *R. J. [Signature]*
Trust Officer

RECORDS OF DEEDS
OF ILLINOIS

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END OF RECORDED DOCUMENT