

BUSINESS

TRUST DEED

23 863 402

LOAN NUMBER _____

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 4, 1977, between WILLIAM P. GROSS and
BE NICE E. GROSS, his wife,

herein referred to as "Mortgagor," JAMES W. BROWN, of 111 W. Jackson Blvd., Suite 2100,
Chicago, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS, CONTINENTAL ENGINEERING CORPORATION (hereinafter referred to as Debtor)
is justly indebted to the legal holder of Accounts Receivable, Inventory and Equipment
Security Agreements executed concurrently herewith, relating to certain advances made
or to be made by MERCANTILE FINANCIAL CORPORATION to Debtor, with said loans and
advances unconditionally guaranteed by one or more of the Mortgagors ("the guaranty").
The maximum sum to be advanced and outstanding at any time under said Security Agreements
will be SIX HUNDRED TWENTY THOUSAND AND NO/100 (\$620,000.00) DOLLARS, together with
interest as provided therein which sum includes and is not in addition to the \$400,000.00
sum mentioned in the Trust Deed from the Mortgagor to the Trustee dated November 19, 1975,
recorded in the Office of the Cook County Recorder of Deeds on December 3, 1975 as
document no. 23311849.

NOW, THEREFORE, the Mortgagor to secure the Mortgagor's guarantee of the obligations
the Debtor and/or Mortgagor, and to secure the payment of all other indebtedness and
liabilities of any kind or nature now or at any time or times hereafter owing from
Mortgagor and/or Debtor to MERCANTILE FINANCIAL CORPORATION, in accordance with the
terms, provisions and limitations of this Mortgage and the Security Agreements, and
of the performance of the covenants and agreements herein contained by the Mortgagor
to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand
paid, the receipt whereof is hereby acknowledged, do hereby presents CONVEY and
WARRANT unto the Trustee, its successors and assigns, the following described Real
Estate and all of the Mortgagor's estate, right, title and interest therein, situate,
lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 352, in Ivy Hill Subdivision Unit No. 8, being a
Subdivision of part of the South One Half (S 1/2) of
the Northeast Quarter (NE 1/4) of Section 17, Township
42 North, Range 11, East of the Third Principal Meridian
in Cook County, Illinois,

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, covenants, fixtures, and appurtenances thereto belonging, and all rents, issues and profits
thereof for so long and during all such times as Mortgagor may be entitled therein (which are pledged primarily and on a parity with said real estate
and not secondarily), and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water,
light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens and
window shades, storm doors and windows, floor coverings, radiator brackets, 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 Mortgagor or the successors or assigns of the Mortgagor 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 Mortgagor does 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 Mortgagor, the heirs, suc-
cessors and assigns of the Mortgagor.

WITNESS the hand and Seal of Mortgagor the day and year first above written.

William P. Gross (SEAL) Bernice E. Gross (SEAL)
William P. Gross Bernice E. Gross

STATE OF ILLINOIS

County of Cook

I, Helen K. Valler
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
William P. Gross and Bernice E. Gross

who are personally known to me to be the same person as whose names 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, for the purposes and uses therein set forth, including the release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 4th day of March, A.D. 19 77
Helen K. Valler
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Glenn Greenwood

ADDRESS:

111 W. Jackson Boulevard, Chicago, Illinois 60604

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

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from building violations, mechanic's 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, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.
2. Mortgagor shall pay before any penalty attaches all 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 the Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by the statute, any tax or assessment which the Trustee or holders of the note may wish to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 the case of loss or damage, to Trustee for the benefit of the holders of the note or to the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional or 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 thereof, Trustee or the holders of the note may, but need not, make any payments or perform any act hereinbefore required of Mortgagor, 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 thereof, or redeem from any tax sale or foreclosure affecting said premises or encumbering 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 holders of the note to protect the mortgaged premises and the lien hereof, shall be a 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 the rate of one and one-half per cent per month. 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 default hereunder on the part of the Mortgagor.
5. 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 demand procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. 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 attorney's fees, Trustee's fees, Appraiser's fees, costs for documents and expenses, notary public's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) such as abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title to the premises, or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of the note 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 the rate of one and one-half per cent per month, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
7. Upon, or at any time after the filing of a bill to foreclose the said deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment shall be made either before or after sale, and notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall then be occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the 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 time when Mortgagor, except for redemption 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: (1) 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; (2) the deficiency in case of a sale and deficiency.
8. No action for the enforcement of the lien or 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.
9. Trustee or 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.
10. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, but he shall be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
11. If the Trustee is an individual trustee rather than a corporate trustee, then in case of the death, disability, refusal, inability to act or death of the trustee, **Jack Jacobson** is hereby appointed to be his successor trustee. If the trustee is a corporate trustee, and the corporate trustee is an individual, then in case of the death, disability, refusal, inability to act or death of the individual trustee, resigning, refusal, inability to act or death of the individual trustee, resigning, or is unable or refuses to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be the Trustee. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
12. This Trust Deed, and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all persons liable for the payment or the guarantee of payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note for this Trust Deed. Whenever necessary in this Trust Deed and where the context admits, the singular term and the related pronouns shall include the plural, and vice versa.
13. Mortgagor shall not construct or repair, or authorize construction or repair of the premises without the prior written consent of the Trustee.
14. The right is hereby reserved by the Trustee to make partial release or releases of the mortgaged premises hereunder with or without notice to or the consent, approval or agreement of other parties in interest, including junior liens, which partial release or releases shall not impair in any manner the validity of or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
15. This Trust Deed shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured hereunder, even renewed, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
16. Any provision of this document prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
17. In the event this Trust Deed creates a junior lien, Mortgagor hereby grants Trustee or the holder of the note secured by this Trust Deed, the right to contest the validity and legality of senior liens of record.
18. 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 of the note, produce any valid instrument by which 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 a certificate of identification 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 by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 by the persons herein designated as makers thereof.
19. Each item of indebtedness herein mentioned, both principal and interest, shall be paid when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, 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, (b) immediately upon conveyance by the Mortgagor of title of execution by the Mortgagor of agreement to convey title to all of any portion of the premises, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
20. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: First, to delinquency charges owed under the note, if any; second, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs hereof; third, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest hereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fifth, any over-plus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
21. All obligations of the Mortgagor herein are joint and several.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

_____ as Trustee,

By

Mr. Glenn Greenwood

MERCANTILE FINANCIAL CORPORATION

111 West Jackson Boulevard

Chicago, Illinois 60604

OR

RECORDER'S OFFICE BOX NUMBER 608X

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

2307 N. Douglas Avenue

Arlington Heights, Illinois

DELIVERY INSTRUCTIONS