19 78 between La Salle National Bank, Pnational banking association, ris Indenture, Made July 14, provisions of a Deed or Deeds in Trust duly April 14, 1978 ecorded and delivered to said Bank in pursuance of Trust Agreement dated Therein referred to as "First Party," and Chicago Title and Trust Company 4 634 167 54214 an Illimois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewish executed an installment note bearing even date herewith in the PRINCIPAL SUM OF
ONE MILLION & NO/100 (\$1,000,000.00)

sum and interest on the balance of principal remaining from time to time unpaid the principal power and interest on the balance of principal remaining from time to time unpaid the principal power and interest on the balance of principal remaining from time to time unpaid the principal power and the principal power and the principal power and the following rates: 5% per annum for the first year; 6% per annum for the second year; 7% per annum for the third year; and 7% for each year thereafter; and principal payments of FIFTY THOUSAND AN NO/100 DOLLARS (\$50,000.00) on the 1st day of June, 1981, * [cont'd below] All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each six ment unless paid when due shall bear interest a the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or tr st co npany in

AND STATE OF ILLIN JIS to wit:

City of Chicago

17.00

Cook

legally described on Exhibit A attached lereto and made a part hereof

RE-RECORDING DOC. TO SHOW DATE INTEREST COMMENCES ON.

* and on the 1st day of June each year thereafter, with ϵ final payment of the balance of principal and interest due the 1st day of June, 1988.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily are paratus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled frigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm dod water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached ent or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as trigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, fired estate and distriction that the foregoing is screens, window shades, storm doors and windows, fired that gas, at condition of a real vertex of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, an it is a reed that a TO HAVE AND TO HOLD the premises by First Party or its successors of assigns shall be considered as constituting part if the rilestate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the west and to assign the fully marked the premise of the said to the said t

e. Once the control of the following the control of the control of

Re-RECORDING

7. Trustee or the holders of the note shall have the right to insp 8. Trustee has no duty to examine the title, location, existence power herein given unless expressly obligated by the terms hereof or that of the agents or employees of Trustee, and it may require in	e or condition of the premises, nor shall Trustee be, nor be liable for any acts or omissions hereunder, e	e obligated to record this Trust Deed or to exercise any except in case of its own gross negligence or misconduct	
or that of the agents or employees of Trustee, and it may require in. 9. Trustee shall release this Trust Deed and the lien thereof by Deed has been fully paid; and Trustee may execute and deliver a re and exhibit to Trustee the note representing that all indebtedness I lease is requested of a successor trustee, such successor trustee ma executed by a prior trustee hereunder or which conforms in substax Party; and where the release is requested of the original trustee and accept as the note herein described any note which may be present to be executed on behalf of First Party.	y proper instrument upon presentation of satisfact clease hereof to and at the request of any person who tereby secured has been paid, which representation? If yeacept as the note herein described any note whith yeace with the description herein contained of the not	pry evidence that all indebtedness secured by this Trust o shall, either before or after maturity thereof, produce Trustee may accept as true without inquiry. Where a re- ich bears a certificate of identification purporting to be e and which purports to be executed on behalf of First	
of the resignation, inability 's', efusal to act of Trustee, the then Rec in Trust thereunder shall has 'eth. identical title, powers and authority all acts performed hereus in	y as are herein given Trustee, and any Trustee or Suc	cessor shall be entitled to reasonable compensation for	
The Rider attache to eto is expres	ssly made a part hereof.	the idea of the same	
BOUT WHAT ILLING FILE FOR RECOR		Midny H. With REGORDER OF DEEDS	
All et 🖰 Fl auA		*2458 909	
THIS TRUST DEED is executed by the La Salle Nations Ball vested in it as such Trustee (and said La Salle National Bani, her is stood and agreed that nothing herein or in said note contained a pay said note or any interest that may accrue thereon, or any indeficiability, if any, being expressly waived by Trustee and by every processors and said La Salle National Bank personally are concerned, the look solely to the premises hereby conveyed for the payment thereof	c, not personally but as Trustee as a foresaid in the experiments that it possesses full power and authority be construed as creating any liability on said Firstedness accruing hereunder, or to perform any covening	xercise of the power and authority conferred upon and y to execute this instrument), and it is expressly under- t Party or on said La Salle National Bank personally to ant either express or implied herein contained, all such	
			2
IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not p and its corporate seal to be hereunto affixed and attested by its Assi	stant Secr. (ary, the day and year first above written. LA SALLE NAVION	NAL Brank As Trustee as aforesaid and not personally	2
	By NO	ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY	**
COUNTY OF COOK (33.	a Notary Public, in a d fo said County	, in the State aforesaid, DO HEREBY CERTIFY, that	
AN LARGE	Assistant Vice President of the LA JAI LE NATION	A	
Vice President and Assistant Secretar Of A final instrument as their own free and posts threin set forth, and said Assi Of A final instrument as the company of the compa	y, respectively, appeared before me this day in one voluntary act and as the free and voluntary act of a stant Secretary then and there acknowledged the consistency act and as his own free and voluntary act a oses therein set forth.	becilited to the foregoing instruments as usual Secretary of an and acknowledged that they sign and acknowledged that they sign and Assivent as Bank, as Trustee as aforesaid, for the uses and pure as custodian of the corporate seal of said Bank, did dar the free and voluntary act of said Bank, as Trustee. A.D. 19 A.D. 19	
O OUB LIVEN sader my hand and Notarial S	ical, this 11 th day of Que	A.D. 19 75.	
The Instalment Note mentioned in the within Trust Deed has been ide			Control of the Contro
IMPÖRTANT	CHICAGO TITLE & TRUS	How air	A CONTRACTOR OF THE CONTRACTOR
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR	ADDI: 0N		S. Carrier
RECORD.		1%	
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Box 533 TRUST DEED ASalle National Bank "Truine Thicago Title and Trust Company	CTY TO MASHING MICHAEL WAS HINDED THE ABOVE SPACE FOR RECORDERS USE ONLY	LaSalle National Bank 135 South to Salle Street CHICACO, ILLINOIS 60690 FORM 8005 AP (6.74) Off 1/2 R SAC	
Box 523 RUST DEEI Salle National Ban "Taute To The and Trust Co	MACE TO Was Was WE FOR RECORDERS USE ON	Salle National Bar 135 South to Sale Street CHICAGO, ILLINOIS 60690 18045 AP (6.74)	
The safe	FION BEACH	Nation of the South Last of th	
Box.	N.C. N.C.	CHICAGO, DE CHICAG	
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	51-00-006	- Anna Anna Anna Anna Anna Anna Anna Ann	

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RIDER ATTACHED TO THAT CERTAIN TRUST DEED DATED 1978
BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT NO. 54214
AND CHICAGO TITLE AND TRUST COMPANY.

- R-1. This Trust Deed is a purchase money mortgage.
- R-2. The vote secured hereby may be preprid in whole or in part at any time and from time to time prior to maturity without penalty
- R-3. Notwithstanding any provision contained in this Trust Deed to the contrary, First Party will produce for, deliver to and maintain for the benefit of the Holders of the Note ("Holders") secured hereby insuring the premises against fire, extended coverage and such other insurable hazards, casualties and contingencies as the Holders may require and in an amount equal to 80% of the value of the premises. The form of such policies and companies issuing them shall be reasonably acceptable to the Holders and shall contain standard noncontributory moregage endorsements making losses payable to the Holders. The Holders are hereby authorized and empowered, at their option, to adjust or compromise any loss under any insurance policies on the premises, and to collect and receive the proceeds from such policies. The Holders may use the proceeds of such insurance, at 'neir option, either towards restoring the improvements or as a credit on any portion of the indebtedness selected by them, whether then due or to become due in the future, or, subject to the provisions of paragraph R-4, such sums, either wholly or in part shall be paid over to the First Party to be used to repair, remodel, restore or replace the improvements on the premises.
- R-4. In the event of any such loss or damages described in paragraph R-3 to the improvements upon the premises, at the request of First Party, the Holders shall make the proceeds available for the restoration of the improvements so damaged subject to the following conditions:
 - (a) That First Party is not then in default under any of the terms, covenants and conditions hereof;
 - (b) That the Holders of the Note shall first be given reasonably satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens superior to the lien of this Trust Deed:
 - (c) That in the event such proceeds shall be insufficient to restore the improvements, First Party shall deposit promptly with the Holders of the Note secured hereby funds, which together with the insurance proceeds shall be sufficient to restore the improvements;
 - (d) That the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by the Holders of the Note secured hereby, of the

indebtedness secured hereby, but the funds released by the Holders of the Note secured hereby for restoration shall in no event be deemed a payment of any indebtedness secured hereby.

In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided in paragraph R-3 hereof shall again become applicable.

R. 5. If all or any part of the premises shall be damaged or taken through condemnation (which term shall include for purposes of this Trust Deed, any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof. Sither temporarily or permanently, the Holders of the Note secured hereby and the repayments or relief therefor and are hereby authorized, at their option, to commence, appear in and prosecute, in their own or First Party's nale, any action or proceeding relating to such condemnation, and to settle or compromise any claim in connection therewith. First Party agrees to execute such assignments of any compensations, attards, damages, claims, rights of action and proceeds as the Holie's may require. The Holders agree to make available to First Party such amount of the proceeds as are required to restore any hullding improvement to a complete architectural unit and to repair the parking and/or easement area improvements, subject to the supervision of the Holders but, provided First Party is not in default in the performance of any covenant and agreement in the Trust Deed and further provided that if any major taking occurs, which results in the reduction of rental from the tenants occuring residential or business space in the building improvements immediately before such taking, the Holders shall make available only such funds as shall assure it that the rental agreements with said tenants will produce sufficient income after reconstruction and restoration to restore full liquidation of the remaining indebtedness and interest secured hereby at or prior to the maturity date as set forth in the Note secured hereby, after reducing, proportionately, the principal balance outstanding with the remaining net proceeds, if any, and adjust the amortization payments as may be required.

R-6. It shall be an immediate default bereunder if, without the prior written consent of the Holders of the lotte (which consent shall not be unreasonably withheld, and if withheld shall be based solely upon valid financial and/or moral grounds, any of the following shall occur:

(a) If the First Party shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation ("Transfer") of the premises or any part thereof, or interest therein;

(b) If any beneficiary of First Party shall create, effect or consent to or shall suffer or permit any Transfer of such beneficiaries' beneficial interest.

Anything to the contrary contained herein notwithstanding, any Transfer of the premises or any part thereof, or interest therein or of the beneficiaries' beneficial interest, shall not be a default and shall not require the prior written consent of the Holders of the Note, provided such Transfer:

(i) is to any commercial bank, savings bank, savings and loan association, building and loan association, insurance company or other financial institution, or;

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(ii) is to any entity in which Anthony A. Antoniou is possessed of not less than 20% of the equity ownership and voting rights.

In the event of any Transfer of the premises, or any part thereof, or interest therein, or of a beneficiaries' beneficial interest, First Party shall give at least five (5) days advance writ en notice of the same to the Holders of the Note, together with copy of the proposed instrument or instruments of Transfer.

[••••]

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Notwithstanding any provision contained in the Trust Deed to the contrary, in the event of any default hereunder on the part of the First Party which default can be cured upon the payment of long or in the event of default as provided in R-5 of the Rider and such default is not cured within five (5) days after writter retice to First Party, or in the event of any default hereunder on the part of First Party, which default cannot be cured by payment of money except for default under paragraph R-6 and First Party has not commenced to cure such default within thirty (30) days after written notice to the First Party, or if First Party has commenced to cure such default within said thirty (30) day period but does not thereafter with reasonable diligence and good faith proceed to complete its obligations, then, upon the expiration of such applicable period of time, the Holders shall be entitled to enforce immediately and without further notice the appropriate remedies afforded hereunder, in the Note secured hereby including acciloration in the Trust Deed to the

R-8. Notwithstanding anything in the Trust Deed to the contrary, at any time and from time to time, Purchaser shall have the right to obtain release of cer air specified "parcels" of the premises from this Trust Deed and the lien thereof ("partial release") upon payment of, or at such times as the unapplied payments of principal theretofore made equal the "allocated release price". The "allocated release price" of e.ch parcel of the premises being purchased is designated on Exhibit F attached hereto and made a part hereof. Purchaser's right to obtain said partial releases is subject to the following terms and conditions:

- (a) Release of each parcel may be obtlined in any order as Purchaser may desire except that parcel C, which contains the healing and utilities plant for all the buildings located on the premises, shall not be released until final payment of the entire indebtedness secured hereby is made.
- (b) Any facilities, heating equipment, pipes, conduit, etc., which are located in or run through any buildings on each parcel shall not be obstructed, tampered with, removed, replaced, repaired or otherwise dealt with in any way whatsoever without prior written consent of the Holders and said buildings remaining subject to the lien hereof are capable of continuing to be operated as a unified structure. The heating, electricity and all other utilities provided for each and every building on the premises shall be adequate and comply in all respects with the minimum standards provided by the City of Chicago ordinance, otherwises for each building.
- (c) Partial releases shall be issued only if the First Party is not then in default under any of the terms, covenants and conditions of this Trust Deed and the Note hereby secured.

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(d) The costs (including attorney's fees) of obtaining said partial releases shall be borne by First Party.

Notwithstanding anything to the contrary contained in the Trust Deed, Trustee shall partially release this Trust Deed and the lift thereof by proper instrument upon presentation of satisfactor, evidence that the allocated release price for the particular parcel has been fully paid. The following shall be considered satisfactory evidence: (a) a written direction by the Holders of the Note specifying that the allocated release price has been fully paid and the legal description of the particular parcel to be released and (b) production of the Note presented simultaneous:

R-9. The Trustee, without written notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release any part of the premises or any person liable for any indebtedness secured neeby, without in any way affecting the liability of any part; to the Note and Trust Deed and without in any way affecting the priority of the lien of this Trust Deed, to the full extent of the incebtedness remaining and paid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in an, way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

In the event the Trustee (a) releases, as aforesaid, any part of the security described herein c. any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the debt secured hereb; (c) takes other or additional security for the payment thereof; (i) waives or fails to exercise any right granted herein or in sid Note, said act or omission shall not release First Party, its successors or assigns, under any covenant of this Trust Deed or or said Note, nor preclude the Trustee or Holders of the Note from exercising any right or privilege herein or intended to be granted in the event of any other default then made or any subsequent default.

R-10. Any notice which any party hereto may be required or desire to give hereunder shall be deemed to have been given if mailed by United States registered mail, return receipt requested, in the case of the Holders of this Note secured hereby to it at the following address:

Borland Building Company c/o Gerald S. Kaufman 95 East South Water Street Chicago, Illinois 60601

with a copy to:

Barnet C. Engler ALTHEIMER & GRAY One IBM Plaza, Suite 3700 Chicago, Illinois 60611

if to the First Party: Mr. Anthony A. Antoniou 1200 Roosevelt Road Glen Ellyn, Illinois 60137 With a Copy to:
Mr. Ralph T. McKean
Frankel, McKay, Orlikoff, Denten
& Kostner
208 S. La Salle Street, Suite 1000
Chicago, Illinois 60604

 $\ensuremath{\text{All}}$ notices shall be deemed eff ctive on the date and time set forth on the registry receipt.

SEP 20 9 00 AH '78

Electray R. action RECORDER OF DEEDS *24634167

304 COUNTY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT AC 54214

Attest:

ASSISTANT SECRETARY Its: WOILVI

632072

EXHIBIT A

Lots 17 to 22 both inclusive and Lot 43 in Block 125; and Lot 2, Lot 5 (except the Ves) 5.64 feet of the North 1/2 of Lot 3) and Lots 8, 11. (except the Ves) 5.64 feet of the North 1/2 of Lot 3) and Lots 8, 11. 14, 17 and 20 14, 17 and 20 14, 17 and 20 15, 17 and 20 1

24 634 167

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EXI	1711	171	13	

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· ALLOCATED PELEASE PRICE FOR REAL ESTATE AND BUILDINGS:

Vacant Land		
•	\$. 200,000	•
Clark Street Lot 43	50,000	
A & Annex A	138,000	
B & Annex B	127,000	
C-(will be last building to be released)	138,000	
Driveway	50,000	
D / Annex D	192,000	
E & /.nex E	207,000	
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