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TRUST DEED

26579499

THE ABOVE SPACE FOR RECORDERS USE ONLY

This Indenture, Made March 2, 1983, between Michigan Avenue National Bank a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 22, 1978 and known as Trust No. 2867 herein referred to as "First Party," and North Shore National Bank of Chicago herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the beneficiary of the first party is justly indebted to The North Shore National Bank of Chicago as Trustee of the City of Chicago, State of Illinois, in the principal sum of one hundred twenty-five thousand and no/100 evidenced by the unconditional guarantee of the beneficiary of the first party of the promissory note of Information Processing Directions, Inc. of even date herewith, made payable to the order of the North Shore National Bank of Chicago and delivered, in and by which said Note Informations Processing Directions, Inc. promises to pay the said principal sum on demand and with interest on the principal balance at the rate of 12 per cent per annum from date of disbursement until maturity, payable on demand and with interest after maturity until paid at the rate of 18 per cent per annum.

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and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The North Shore National Bank of Chicago, 1737 West Howard St., Chicago, Illinois. In case more than one note is above referred to and described, any reference hereinafter to "note" shall be understood to mean "notes" and any of the rights, powers, privileges and authorities herein granted shall be exercisable by the holder or holders of any one or more of the notes secured hereby. NOW THEREFORE, the first party, to secure payment of said note and all promissory notes hereafter executed by Information Processing Directions, Inc., evidencing future advances and loans made by Mortgagee to or for the account of Information Processing Directions, Inc., and all renewals or refinancings of the said notes, and to secure payment of all other obligations and indebtedness now or hereafter due from Information Processing Directions, Inc., including but not limited to, advances made by Mortgagee in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements "herein contained, MORTGAGE AND CONVEY to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois to wit: Lot 8 and the North 15 feet of Lot 9 in Block 9 in Metropolitan's Laramie Niles Center Road Gardens, Being a Sub-division of Lots 1 to 6 in Luxhold's Addition to Niles Center, being a Subdivision of that part of the South East 1/4 of the North West 1/4 of Section 28, Township 41 North, Range 13 East of the Third Principal Meridian, and lying South of the South Line of Land of Ludwig and North of the South Line of Michel Nelleson including also the North 36 Rods South of and adjacent to the North 24 Rods of the West 22 Rods of the South West 1/4 of the North East 1/4 of said Section 28, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits in and out of, and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with all real estate and not secondarily), and all apparatus, equipment or articles now or hereafter being or hereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether such units are centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, gloves and water heaters. All of the foregoing are declared to be a part of said real estate and the same, together with the attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns 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. 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. IN WITNESS WHEREOF, Michigan Avenue National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

THE MICHIGAN AVENUE NATIONAL BANK OF CHGO. As Trustee as aforesaid and not personally. [Signatures of Vice-President and Assistant Secretary]

STATE OF ILLINOIS, } SS. COUNTY OF COOK. I, the undersigned, a Notary Public in and for the County and State of Illinois, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the Michigan Avenue National Bank, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th Day of April, A.D. 1983. [Signature of Notary Public] Notary Public. [Signature of Disposition Officer] Disposition Officer 2/5/86

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, renovate 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 waste, and free from mechanics or other liens or claims for the not expressly subordinated to the lien hereof; (3) pay when due any taxes, assessments 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 ordinance; (6) pay before any penalty attaches all general taxes, and pay special 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 therefor; (7) pay in full under protest or in full under protest, any tax or assessment which First Party may owe to contest; (8) keep all buildings and improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies or companies situated at the premises in the same or to pay in full the deficiencies secured hereby, all in compliance satisfactory to the holders 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than 60 days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, cause any payment or premium any act herebefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on such obligations, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or refrain from any tax sale or foreclosure relative to 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 holders of the note to protect the mortgaged premises and the lien hereof, shall constitute a lien in favor of Trustee for each matter concerned 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 seven per cent per annum. 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 of the provisions of this paragraph.

2. 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 an bill, statement or estimate procured from the appropriate public office 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things herein set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. Where 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 shall be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, surveys, land documentary and court evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as the law or holders of the note may deem to be reasonably necessary either to protect such suit or to evidence in holders 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 seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including private 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) proceedings for the enforcement of an order for foreclosure after actual notice of such suit to foreclose whether or not actually commenced, or (c) proceedings for the defense of any matter of law or proceeding which must affect the premises or the security hereof, whether or not actually commenced.

5. 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 expenses incident to the foreclosure, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens secured under the terms hereof constituting secured 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 First Party, its legal representatives or assigns, as their rights may appear.

6. 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 regard to the solvency or insolvency at the time of application for such receiver, of the person or persons who are liable for the indebtedness secured hereby, and whether or not actually commenced, or (c) proceedings for the defense of any matter of law or proceeding which must affect the premises or the security hereof, whether or not actually commenced.

7. 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.

8. 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, 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 indemnities satisfactory to it before exercising any power herein given.

9. 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 thereof, produce and exhibit to Trustee the note representing the indebtedness hereby secured, has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certain date and which purports to be executed by the trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is required of the original trustee and it has never assigned 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 on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the 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 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.

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THIS TRUST DEED is executed by the Michigan Avenue National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Michigan Avenue National Bank of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Michigan Avenue National Bank, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Michigan Avenue National Bank of Chicago, personally are concerned, the legal holder or holders of said note and the owner or owner of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

THIS DOCUMENT PREPARED BY  
DAVID L. HUSMAN  
1737 Howard Street  
Chicago, Illinois 60626

**IMPORTANT**  
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 RECORD.

The Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_ by \_\_\_\_\_ Vice President

D E L I V E R Y	NAME	North Shore National Bank	FOR RECORDERS INDEX PURPOSES PRINT STREET ADDRESS OR ABOVE DESCRIBED PROPERTY HERE
	STREET	1737 W. Howard St.	
	CITY	Chicago, Illinois	
	INSTRUCTIONS	OR Recorder Box 420	
	RECORDERS OFFICE BOX NUMBER		

END OF RECORDED DOCUMENT