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JUNIOR
TRUST DEED

THIS INDENTURE, made this 28th day of JANUARY, 1986, between THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated AUGUST 23, 1973, and known as Trust Number 838, hereinafter referred to as "First Party", and WOODFIELD BANK, hereinafter referred to as "Trustee".

WITNESSETH:

NOT WITHSTANDING the use of the term First Party herein, First Party shall mean at all times the party executing the herein identified Collateral Agreement to secure Guaranty.

NOT WITHSTANDING the use of the term Note herein, Note shall mean at all times the Letter of Credit of even date herewith executed by the herein identified principal debtor.

WHEREAS, First Party has submitted to lender its written Collateral Agreement to secure Guaranty dated JANUARY 28, 1986, a copy of which is attached hereto as Exhibit "A", wherein said Collateral Agreement has been given in partial consideration of the Letter of Credit, which shall be annually renewable, or any loan or other financial accommodation heretofore or hereafter at any time made or granted to CHICAGO HOSPITAL SUPPLY CORPORATION "principal debtor", by lender, in the amount of THIRTY-NINE THOUSAND AND 00/100 ($39,000.00) DOLLARS.

WHEREAS, as an inducement to lender to advance monies to principal debtor and lender is unwilling to advance monies to principal debtor unless said Collateral Agreement is executed by First party under which this Trust Deed is given.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of ONE ($1.00) DOLLAR in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, First Party does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described real estate situate, lying and being in the Village of Wheeling, County of Cook and State of Illinois, to wit:

Lot 23 in Palwaukee Industrial Park, being a Subdivision of part of the Southeast 1/4 of Section 23, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 2150 S. Foster, Wheeling, Illinois

Permanent Tax ID No.: 03-23-406-006

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

PREPARED BY/MAIL TO:

Ruby D. Feeley, Loan Officer
Woodfield Bank
Higgins & Meacham Roads
Schaumburg, Illinois 60196

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long 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 said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), window treatments, floor coverings, 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 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 said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns 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 waste, and free from 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) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (7) 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; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) submit annual personal financial statements of the beneficiary of First Party*; (10) 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 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 ten (10) days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore set forth 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 forfeiture affecting said Premises or consent to any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged Premises and the lien hereof, plus 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 Note rate 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. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises.

*and annual financial statements of Chicago Hospital Supply Corporation.

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 any 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 further 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) ten (10) days after invoicing in the case of default in making payment of any installment of principal or interest on the Note, or (b) thirty (30) days after mailing of notices in the event of the failure of First Party or its successors or assigns to do any of the other things specifically set forth in Paragraph One hereof and such default shall not have been cured within said thirty (30) days, said option to be exercised at any time after the expiration of said thirty (30) day period, (c) upon the sale, conveyance assignment further encumbrance or other transfer of the Premises, or any part thereof or the beneficial interest of the First Party

4. 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 reasonable attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 Note rate per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate 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) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (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.

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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute 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 overplus 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 notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have 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 First Party, its successors or assigns, except for the intervention 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

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[illegible] shall not have [illegible]

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true condition of the title to or the value of the premises. All expenditures [illegible] mentioned shall become so much additional indebtedness [illegible] secured by this or [illegible] including probate and bankruptcy proceedings, to be a party, either as plaintiff, claimant or defendant, [illegible] shall be a party, either as plaintiff, claimant or defendant, [illegible] the security hereof, whether or not actually commenced.

[illegible] 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 proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute indebtedness additional to that secured hereby and all principal and interest remaining unpaid on the Note; fourth, any overplus to First National Bank of Chicago, its successors or assigns, as their rights may appear.

[illegible] shall be [illegible] of said property, [illegible] after sale, without [illegible] at the time of application [illegible] the payment of the [illegible] and to the then value of the premises [illegible] or not and the [illegible] shall be [illegible] said premises during the pendency of such foreclosure suit and during the full statutory period of redemption or not, as [illegible] property, [illegible] or assigns, [illegible] to collect such [illegible] which may be necessary or are customary [illegible] control, management and [illegible] of the premises during the said period. The Court from time [illegible]

payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for 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.

7. The First Party and the Beneficiaries hereby covenant and agree that they will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree judgment or order of any Court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The First Party and Beneficiaries thereunder hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed on their own behalf of each and every person, excepting only decree or judgment creditors of the First Party acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Chapter 110 Section 12-124 and 125 of the Illinois Statutes. The First Party and Beneficiaries thereunder will not involve or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Trustee under this Trust Deed, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

8. The First Party further covenants and agrees to deposit with WOODFIELD BANK, or such other depository as may be from time to time designated in writing by the holder of said Note, on the respective dates when the monthly installments are payable under said Note, an amount equal to one-twelfth (1/12) of the annual real estate taxes levied against the Premises and one-twelfth (1/12) of the annual premiums for fire, rental value, and other hazard insurance required to be carried hereunder, all as estimated by WOODFIELD BANK, or the holder of the Note, and in the event such monies are insufficient therefor, to pay the difference forthwith hereunder. The WOODFIELD BANK and the holders of the Note, and each of them, are authorized to apply such monies in payment of such taxes and insurance premiums as same become due, so long as the First Party is not in default under the Note or any provision hereof, otherwise to apply same in payment of any obligation of First Party under the Note or this Trust Deed. The WOODFIELD BANK shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall they or either of them incur any personal liability for anything done or omitted to be done hereunder.

9. 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.

10. 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.

11. 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 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 on behalf of First Party; 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 on behalf of First Party.

12. 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 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.

13. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the real estate given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder or the beneficiary, all sums due and owing hereunder shall become immediately due and payable.

14. Any provision of this Trust Deed which is unenforceable in the state in which this Trust Deed is recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective according to the tenor of this Trust Deed, the same as though no such invalid portion had ever been included herein.

THIS TRUST DEED is executed by the undersigned Trustee, not personally but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either express or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner of owners of such principal notes and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, personally, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

IN WITNESS WHEREOF, THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice President & Trust Officer, the day and year first above written.

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THE BANK AND TRUST COMPANY OF
ARLINGTON HEIGHTS
as Trustee as
aforesaid and not personally

By: Anita D. Kraus
Assistant Vice Pres. & Trust Officer - Anita D. Kraus

Attest: Leonidas Mata
Leonidas Mata, Assistant Vice President & Trust Officer

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Beverly G. Clayton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anita D. Kraus, Assistant Vice Pres. and Trust Officer of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Leonidas Mata, Assistant Vice President and Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Assistant Vice President and Trust Officer, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice Pres. & Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of January, 19 86.

Beverly G. Clayton
Notary Public
Beverly G. Clayton

My Commission Expires:
October 5, 19 88

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EXHIBIT "A"

COLLATERAL AGREEMENT TO SECURE GUARANTY

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TO THE WOODFIELD BANK:

The undersigned hereby assigns, transfers and sets over unto you all the right, title and interest of the undersigned in and to the below-described property; covenants that ownership and right of possession in and to said property in its entirety is absolute and unconditional and solely and exclusively in the undersigned; confirms that said property is actually delivered to you by the undersigned simultaneously with the execution hereof or by someone duly authorized, empowered and directed by the undersigned so to do; and confirms that the aforesaid assignment and transfer of said property, and said delivery thereof, are for the purpose of pledge to you by the undersigned to secure the full, punctual and faithful observance and performance of all the terms and provisions which, in that certain written Guaranty executed and delivered to you, some, if not all, of the undersigned, together with such other parties, if any, as may be signatory thereto, have undertaken to keep, observe and perform. The said pledge, and the purpose thereof, are hereby in all respect ratified and confirmed by the undersigned. The said written guaranty is hereby made a part hereof and binding upon all of the undersigned as fully and to the same extent as if signed by each of them and then embodied at length herein.

Should said property decline in value so that it becomes inadequate security in your opinion or should it become inadequate security in your opinion for any other reason, then, in either such case, the undersigned covenants to pledge and deliver forthwith upon your demand additional property of character, quality and amount satisfactory to you.

Upon failure or refusal of any of the undersigned to fulfill and perform any one or more of the terms and provisions of the said instrument of guaranty or to pledge and deliver additional property pursuant to your demand as hereinabove authorized, then, if such failure or refusal be not remedied, in either case, within five (5) days after your demand that the undersigned remedy the same, thereupon, or at any time or times thereafter, you may sell, assign and deliver, and you are hereby given full and irrevocable power and authority to sell, assign and deliver, the said property or any part thereof, and any substitute therefore and any addition thereto, at any Broker's Board, or at public or private sale, without notice, advertisement or demand of any kind to anyone and without prejudice to any other remedies afforded by said instrument of guaranty, and may apply the net proceeds, after deducting all costs and expenses for collection, sale and delivery, to the obligation of any one or more of the guarantors under said instrument of guaranty, returning the residue to the undersigned or any of them on demand; the undersigned hereby agreeing to remain jointly and severally answerable for, and to pay forthwith, any liability or obligation under said instrument of guaranty remaining unsatisfied and undischarged after such application. You may purchase any of the said property at any such Broker's Board or public sale.

Each and every one of the provisions hereof shall bind the undersigned, jointly and severally, and their respective heirs, executors, administrators, legal representatives, successors, and assigns and shall inure to your benefit and to the benefit of your successors and assigns, liberty being hereby granted you to deliver the aforesaid property over to anyone to whom the benefits of the said instrument of guaranty shall accrue by reason of your sale, assignment of transfer of the Debts thereby guaranteed, whereupon the said property shall continue in pledge to secure the full, punctual and faithful observance and performance of all the terms and provisions of said guaranty instrument.

SECOND MORTGAGE ON PROPERTY AT 2150 S. FOSTER AVENUE, WHEELING, ILLINOIS.

SIGNED and DELIVERED by the undersigned this 28th day of January, 19 86.

JOHN J. PANCRATZ

LOUISE M. PANCRATZ

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