

UNOFFICIAL COPY

65986598

1. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

2. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

3. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

4. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

5. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

6. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

7. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

8. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

9. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

10. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

11. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

12. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

13. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

14. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

15. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

16. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

17. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

18. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

19. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

20. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

21. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

22. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

23. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

24. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

25. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

26. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

27. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

28. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

Chicago Title and Trust Company as Trustee, under the provisions of a Deed of Trust in trust duly recorded and delivered to said bank in pursuance of said agreement dated October 20, 1960... 24972... This Indenture, made December 6, 1988 between Equitable National Bank a national banking association, not personally but as trustee under the provisions of a Deed of Trust in trust duly recorded and delivered to said bank in pursuance of said agreement dated October 20, 1960...

Now, therefore, that Party to execute the payment of said principal sum of money and interest in accordance with the terms, provisions and limitations of the Trust Deed, in consideration of the Party in trust part, the receipt whereof is hereby acknowledged, the Party in trust part, the receipt whereof is hereby acknowledged, the Party in trust part, the receipt whereof is hereby acknowledged...

1. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

2. The undersigned hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office...

65986598

7192670 D3

65986598

UNOFFICIAL COPY

7. Trustee of the holders of the note shall have the right to accept the premises at all times... 8. Trustee has no duty to examine the title... 9. Trustee shall release the Trust Deed and the lien thereof... 10. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles...

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR PROVISIONS NUMBERED 11 THROUGH AND INCLUDING 22

88598659

This Trust Deed is executed by the LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it by the note... such Trustee (and said LaSalle National Bank, hereby warrants that it possesses full power and authority to execute this instrument...

In witness whereof, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Secretary, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LaSalle National Bank
Assistant Vice President
Assistant Secretary
Kathy Paccan

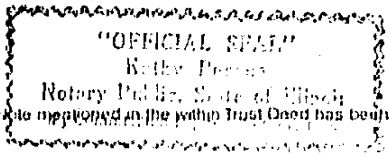
STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

a Notary Public in and for said County, in the State of Illinois, do hereby certify that

JOSEPH W. LANG, Assistant Vice President of the LaSalle National Bank and
Rosemary Collins, Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument... and as the free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid...

Given under my hand and Notarial Seal, this 20th day of December, 1998
Kathy Paccan, Notary Public



The Instrument to be registered on the within Trust Deed has been identified herewith under identification No. \_\_\_\_\_

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.

Prepared By: This Instrument Was Prepared by:
R. J. WELCHER
First Interstate Mortgage Company of Illinois
100 South Wacker Drive
Suite 400
Chicago, Illinois 60606

BOX 333, CC.

Form with fields for Box No., Trust Deed, LaSalle National Bank as Trustee, and The Above Space for Recorders Use Only.

RIDER ATTACHED HERETO AND MADE A PART OF TRUST DEED DATED DECEMBER 6, 1988, BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 20, 1960 AND KNOWN AS TRUST NUMBER 24972 AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, IN THE AMOUNT OF SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00).

11. To the full extent permitted by law, First Party hereby expressly 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 all persons claiming or having an interest (direct or indirect) by, through or under First Party and on behalf of each and every person acquiring any interest in or title to the premises described in this Trust Deed subsequent to the date hereof, it being the intent of First Party hereby that any and all such rights of redemption of First Party and all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law.

12. Until indebtedness is fully paid, First Party shall keep Mortgaged Premises continuously insured against casualty by policies of insurance hereafter set forth, in such amounts and for such periods as may, from time to time, be required by Mortgagee ("Insurance Policies") which insurance policies shall be written in standard policies and by insurance companies acceptable to Mortgagee and all Insurance Policies and renewals thereof shall have attached thereto standard noncontributory mortgage clauses, which shall provide that such coverage cannot be terminated as to Mortgagee, except upon thirty (30) days written notice. At Mortgagee's option all Insurance Policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old Insurance Policies and shall be held by Mortgagee until indebtedness is fully paid. In case of sale pursuant to a foreclosure of this Trust Deed or other transfer of title to mortgaged premises and extinguishment of indebtedness, complete title to all Insurance Policies held by Mortgagee (or the certificate of insurance held by Mortgagee in lieu thereof) and to all prepaid or unearned premiums thereon shall pass to and vest to the purchaser or grantee. If any renewal insurance policy or certificate thereof is not delivered to Mortgagee thirty (30) days before the expiration of any existing insurance policy, with evidence of premium paid, Mortgagee may obtain the required insurance on behalf of First Party (or insurance in favor of Mortgagee alone) and pay the premiums thereon. Any monies so advanced shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at the Default Rate (hereafter defined). Mortgagee shall not be responsible for payment of losses, approximating or obtaining insurance incur any liability for payment of losses. Without in any way limiting the generality of the foregoing, Mortgagee agrees to maintain the following Insurance Policies on Mortgaged Premises:

- 1. Fire and extended coverage insurance, (including vandalism and malicious mischief), pressure vessel insurance, boiler insurance, and sprinkler insurance (if applicable), for an amount, at a minimum, equal to the full replacement cost of the mortgaged premises (excluding land), written on a replacement cost basis or with a replacement cost endorsement. It at any time a dispute arises with respect to replacement cost, First Party agrees to provide at First Party's expense, either an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier, or cause an agreed amount endorsement to be affixed to the insurance policies;

88598659

In the event Mortgagee elects to permit the use of Proceeds for rebuilding or restoring the premises described in this Trust Deed, the premises described as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty. Proceeds shall be made available to First Party, from time to time, upon the delivery of Mortgagee of satisfactory evidence of the estimated cost of completing such rebuilding or restoration, together with such architect's certificates, contractor's sworn statements, waivers of lien and other evidence of cost and payments as Mortgagee may reasonably require and approve. No payment made prior to final completion of such repair or restoration shall exceed ninety per cent (90%) of the value thereof, and at all times, the undistributed balance of proceeds shall be at least sufficient to pay for the cost of completion thereof, free and clear of liens. In the event Proceeds are insufficient to cover the cost of such rebuilding or restoring, First Party shall pay such excess costs prior to any disbursement of Proceeds to it. Any surplus Proceeds, after the payment of all costs of rebuilding or restoring shall, at the option of Mortgagee, be applied on account of indebtedness or paid to First Party.

In case of loss by any casualty insured against, First Party is hereby authorized to settle and adjust any claim under insurance policies with the consent of Mortgagee, which consent Mortgagee shall not unreasonably withhold. Mortgagee is authorized to collect and receipt for proceeds and proceeds may, at the sole discretion of Mortgagee, either be applied in reduction of indebtedness, whether due or not, but free of any prepayment premium (and in the event Proceeds are insufficient to pay indebtedness in full, First Party shall have the right to pay the balance of indebtedness then due free of any prepayment premium) or be held by Mortgagee and used to reimburse First Party for the cost of the rebuilding or restoring the premises described in this Trust Deed.

First Party shall not purchase separate insurance, concurrent in form or contributing in the event of loss with insurance policies unless Mortgagee is included thereon pursuant to a standard mortgage clause acceptable to Mortgagee, and in the event First Party does purchase such separate insurance, First Party shall immediately notify Mortgagee thereof and promptly deliver to Mortgagee such policy or policies.

In the event any, or all, of the insurance policies required above is furnished by a lessee occupying space within mortgaged premises, First Party agrees to provide Mortgagee with duplicate original insurance policies, if obtainable, or certificates evidencing such coverage. Such certificates are subject to Mortgagee's reasonable approval, and shall at Mortgagee's option, have attached thereto mortgage clauses in favor of and in form and content satisfactory to Mortgagee, or name Mortgagee as an additional insured, and contain thirty (30) days notice of cancellation clauses.

2. Comprehensive General Public Liability and Property Damage Insurance for an amount not less than \$1,000,000 combined single limit for claims arising from any accident or occurrence in or upon the subject property; Flood Insurance whenever in the opinion of Mortgagee such protection is necessary and is available;
3. Loss of Rents Insurance in an amount equal to the rental income generated from mortgaged premises for twelve (12) consecutive months;
5. Such other insurance policies as may be reasonably required from time to time by Mortgagee, upon written notice from Mortgagee to First Party.

659865598

88598659

16. Simultaneously with the execution of this Trust Deed, First Party has, as additional security for the payment of indebtedness, executed and delivered to Mortgagee an Assignment of Leases under which First Party has sold, transferred and assigned to the Mortgagee, its successors and assigns, all of First Party's interest, as Lessor, in that certain lease demising all or a portion of the premises described in this Trust Deed, together with the rents secured thereby, said lease being identified as follows:

15. First Party represents and agrees that the proceeds of the loan evidenced by Note and secured by this Trust Deed will be used for business purposes and this Trust Deed is exempt from limitations upon Lawful Interest, pursuant to the terms of Chapter 17, Paragraph 6404, Illinois Revised Statutes.

14. First Party does hereby covenant and agree to supply Mortgagee with annual operating statements relating information with respect to the operation of Weinstein Brothers, Inc., said statements to be delivered to Mortgagee within ninety (90) days after the close of each of its fiscal years.

If as a result of a default, the premises described in this Trust Deed are sold, foreclosed upon or Mortgagee acquires the premises described in this Trust Deed after such default, it shall apply, at the time of commencement of such proceedings, or at the time the premises described in this Trust Deed are otherwise acquired, the balance then remaining of the funds accumulated under the provisions of this paragraph, as a credit against the amount of said principal sum then remaining unpaid under Note.

At such time as indebtedness is to be paid in full, whether by reason of maturity or First Party's election to prepay indebtedness as provided in Note, the Mortgagee shall apply, as a credit against indebtedness, all funds held by it pursuant to this Paragraph 12.

In the event the amount deposited with Mortgagee as hereinabove required exceeds the amount required to pay such real estate taxes, assessments and insurance premiums, the surplus shall, upon the written demand of First Party, be returned to First Party provided no default shall exist.

In the event the amount deposited with Mortgagee as required in the paragraph immediately preceding this paragraph shall not be sufficient to pay said real estate taxes, assessments or insurance premiums in full when due, First Party shall deposit with Mortgagee or its duly authorized agent, an amount sufficient to pay the same. Default in making any of the said payments required for the purpose of providing funds for the payment of taxes, assessments and insurance premiums as aforesaid shall at the option of the Mortgagee, if such default continues for thirty (30) days after written notice from Mortgagee to First Party, mature the entire indebtedness secured hereby.

13. In addition to the payment of indebtedness, First Party shall pay to the Mortgagee, concurrently with the payments required pursuant to Note, an amount equal to the real estate taxes and special assessments, if any, next due on the premises described in this Trust Deed, plus the premiums that will next become due and payable on Insurance Policies, as estimated by Mortgagee, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent. Any funds held by Mortgagee, or its duly authorized agent under the provisions of this paragraph, will be held in trust to pay the real estate taxes, assessments and insurance premiums when the same become due and payable, and no interest will accrue or be allowed to First Party.

Notices of default as provided above given under this Trust Deed, the Note secured by this Trust Deed, the Assignment of

foreclose the lien of this Trust Deed. Party, and Mortgagee shall have the right immediately to immediately due and payable without further notice to first together with unpaid accrued interest thereon, shall become unpaid principal balance of the indebtedness secured hereby, Party, then, at the option of Mortgagee, the entire Party within forty five (45) days after notice is mailed to other officer is not disposed in favor of the first or stayed on appeal, or such receiver, trustee, assignee or benefit of creditors and such proceedings are not dismissed, premises pass to any receiver, trustee or assignee for the relief of debtors, or if title to or possession of the said insolvency law, or other law for the benefit of creditors or the premises herein described under any bankruptcy or proceedings be instituted by or against the then owner of begun to enforce or collect any junior lien, or it necessary) or in the event that any proceedings shall be additional time to cure the same as may be reasonably within a ten (10) day period, first Party shall have such however, that in case of a default which cannot be cured, specifying the general nature of such default (provided, for ten (10) days after notice is mailed to first Party conditions of this Trust Deed, and such default continuing observance of any other of the provisions or any default or failure being made in the performance or days after notice thereof is mailed to first Party, or upon and is hereof, any such default continuing for three (3) of the insurance provisions provided for in paragraphs 1 (9) printed portion hereof, or upon default in the performance taxes or assessments as provided in paragraph 1 (7) of the or extension of the Note, or upon default in the payment of prompt payment when due of any such installment of a renewal of the Note, when and as the same shall become due and of interest, or fixed installment of interest and principal Upon default or failure being made in the prompt payment of the Note, or of any installment of principal or installment of interest, or fixed installment of interest and principal

17. In lieu of paragraph 3 of the printed portion of this Trust Deed, it is understood and agreed as follows:

In addition to the lease hereinabove assigned, first Party covenants and agrees that upon the request of the Mortgagee, to assign to Mortgagee, any and all present and/or future leases of all or any part of the premises described in this Trust Deed as additional security for the payment of indebtedness.

b). to furnish to Mortgagee a copy of any notice or demand sent to or received from any lessee of the premises described in this Trust Deed at the same time and in the same manner that such notice or demand is sent to or received from such lessee.

a). that any default by it and the expiration of the applicable cure period under the Assignment of Leases shall constitute a default, Mortgagee shall have the right to declare all unpaid indebtedness immediately due and payable!

with respect to said Assignment of Leases, first Party expressly covenants and agrees:

Lessee	Date of Lease	Lease Term
Wohnstein Brothers, Inc.	December 6, 1988	15 years

65986588

885986559

Leases, the Assignment of Rents or any other document securing the indebtedness shall be in writing and sent by certified or registered mail, return receipt requested, postage paid, and the time within which to cure such default shall commence on the date the return receipt is delivered to Mortgagee. Notices shall be sent to First Party at such address as First Party may designate in writing to Mortgagee from time to time.

18. Mortgagee, by any authorized agent or employee and for the protection of its interest in the premises described in this Trust Deed, is hereby authorized and empowered to enter in and upon the premises described in this Trust Deed at any and all reasonable times, for the purpose of inspecting the same and ascertaining the condition thereof.

19. In the event First Party desires to convey the title to all or any part of the premises described in this Trust Deed to another person or entity, notwithstanding that said conveyance may be made by an assignment of the beneficial interest of the Trust Estate (except, beneficially, if First Party may transfer or convey the real estate or beneficial interest in trust estate to shareholders of Weinstein Brothers, Inc. or to an entity owned or controlled by shareholders Weinstein Brothers, Inc.), First Party shall submit the name of the proposed owner to Mortgagee, together with such other information Mortgagee may deem necessary, and if the Mortgagee does not approve in writing of the proposed owner and/or terms of the conveyance, which approval shall not be unreasonably withheld, and First Party notwithstanding conveyance said premises to the proposed owner, First Party covenants and agrees that it will prepay in full the indebtedness secured hereby, together with accrued interest thereon, subject to the prepayment penalty then in effect under the Note secured hereby, and if such conveyance or transfer occurs prior to the expiration of the seventh (7th) loan year (as that term is defined in the Note secured hereby) subject to the payment of a premium equal to five percent (5%) of the unpaid principal balance of the Note at the time of conveyance or transfer. If at any time title to all or any part of the premises herein described becomes vested in any person or entity not acceptable to the Mortgagee as aforesaid, and if, in the event, First Party fails or refuses to discharge said indebtedness as provided herein, the Mortgagee shall have the right and option to declare the entire indebtedness secured hereby, together with all interest accrued thereon, immediately due and payable, without notice or demand, and the Mortgagee shall thereupon become entitled to the benefit of all rights and remedies stipulated herein for a breach of the covenants and agreements contained herein.

20. The word "Mortgagee" as used in this Trust Deed shall be construed to mean the owner and holder of the Installment Note described in and secured by this Trust Deed, and shall include the original owner and holder, or any assignee or transferee thereof.

21. In the event the premises described in this Trust Deed, or any part thereof, is taken by condemnation, First Party is hereby authorized to settle and adjust any award with the consent of Mortgagee, which consent Mortgagee shall not unreasonably withhold. Mortgagee is hereby empowered to collect and receive such awards, which shall be forthwith applied by Mortgagee, as it may elect, to the payment of indebtedness, free of any prepayment premium, (and in the event awards are insufficient to pay the balance of indebtedness then due free of any prepayment premium) or to the repair and restoration of that part of the premises described in this Trust Deed so taken or damaged.

In the event Mortgagee elects to permit the use of awards for rebuilding or restoring the premises described in this Trust Deed, the premises described in this Trust Deed shall be so rebuilt or restored so as to be as similar, as is reasonably possible, to the

88598659

Property of Cook County Clerk's Office

condition which existed prior to such condemnation. In the event first party is entitled to reimbursement out of awards, the proceeds of same shall be paid in the same manner as provided in paragraph 6 hereof with respect to a loss by casualty. In the event awards are insufficient to cover the cost of such rebuilding or restoring, first party shall pay such excess costs prior to any disbursement of awards to it. Any surplus awards, after the payment of all costs of rebuilding or restoring shall, at the option of mortgagee, be applied on account of indebtedness or paid to first party.

22. This Trust Deed has been delivered in the state of Illinois and shall be construed in accordance with and governed by the laws of the state of Illinois. Whenever possible, each provision of this Trust Deed shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; however, if the same shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder thereof or the remaining provisions of this Trust Deed.