



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made as of January 20, 1987, between HERITAGE PULLMAN BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated February 1, 1973, and known as Trust No. 71-81153, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Five Hundred Seventeen Thousand Three Hundred Sixty-eight and 77/100 Dollars (\$517,368.77), evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to Hartz Profit Sharing Plan and Trust and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from January 20, 1987 on the balance of principal remaining from time to time unpaid at the rate per annum equal to prime from time to time at the First National Bank of Chicago, Chicago, Illinois in installments as follows:

Principal shall be paid as follows: Eighty-seven Thousand Dollars (\$87,000.00) is to be paid on the date each of the first five (5) industrial condominium units located at 7441 West 93rd Street, Bridgeview, Illinois, is sold and closed. The remaining unpaid balance of principal shall be paid on the date the sixth (6th) industrial condominium unit located at 7441 West 93rd Street, Bridgeview, Illinois, is sold and closed.

Interest on the unpaid balance of said loan shall be paid annually. The first payment shall be made on or before January 19, 1988, and subsequent payments shall be made on or before January 19 of each year thereafter until said loan is paid in full.

Notwithstanding the foregoing, the entire unpaid balance of this loan plus any accrued interest shall be due and payable on January 19, 1992.

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 installment unless paid when due shall bear interest at the pre-maturity rate of interest per annum, and all of said principal and interest being made payable at such location 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 Donald L. Hartz, Trustee of the Hartz Profit Sharing Plan and Trust, One Capitol Court, 9401 South Pulaski, Evergreen Park, Illinois 60642.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Bridgeview, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See legal description attached as Rider B.

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P.I.N.: 23-01-409-012-0000  
Address: 7441 West 93rd Street, Bridgeview, 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 thereof for so long and during all such times as Mortgagor 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), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor or 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. SEE RIDERS A AND B ATTACHED HERETO AND MADE A PART HEREOF

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

~~of said corporation~~  
~~Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its~~  
Heritage Pullman Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated February 1, 1973, and known as Trust #71-81153

CORPORATE SEAL

BY: Mary E. Lipera  
ATTEST: Melinda Chalover Assistant Vice President  
Assistant Secretary

STATE OF ILLINOIS, }  
County of Cook } SS. The undersigned

Mary E. Lipera Assistant Vice President of the Heritage Pullman Bank and Trust Co.  
and Melinda Chalover Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company, 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 Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 4 day of March, 19 88

Rudolph L. Lardner NOTARY PUBLIC  
9301 S. Pulaski - 28-98

Notarial Seal



RIDER A TO TRUST DEED  
 DATED AS OF JANUARY 20, 1987, BETWEEN  
 HERITAGE PULLMAN BANK AND TRUST COMPANY,  
 AS TRUSTEE UNDER TRUST AGREEMENT  
 DATED 2/1/73 AND KNOWN AS TRUST NO. 71-81153,  
 AND CHICAGO TITLE AND TRUST COMPANY

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Notwithstanding anything to the contrary contained elsewhere in the Trust Deed, the following terms and conditions shall control:

1. If all or a part of the Property described in the Trust Deed securing the Note, or any interest therein, including, but not limited to, a beneficial interest in a land trust which holds title to the property, is sold, assigned or transferred without the Note Holder's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Trust Deed; (b) a transfer by devise, descent or operation of law upon the death of a joint tenant; or (c) the grant or any leasehold interest of three (3) years or less not containing an option to purchase, Note Holder may, at its sole option, declare all sums secured by and due under the Note and Trust Deed to be immediately due and payable. Execution of articles of agreement for deed, installment contract, or any similar agreement shall also be considered a sale or transfer for purposes of this paragraph.

2. In the event that the Note is placed in the hands of an attorney-at-law for collection after maturity, or upon default, or in the event that proceedings at law, in equity, or bankruptcy, receivership or other legal proceedings are instituted or threatened in connection herewith, or if the Holder is made a party to such proceeding, or in the event that this Note is placed in the hands of an attorney-at-law to enforce any of the rights or requirements contained in the Note or in the Trust Deed or any other collateral or security agreement executed in connection with the Note, the undersigned hereby agrees to pay all reasonable costs of collecting or attempting to collect the Note, or any costs of protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees (whether or not suit is brought), in addition to all principal, interest and other amounts payable under the Note or hereunder; all of which shall be secured by the Trust Deed and any other collateral or security agreement securing payment hereof.

3. Mortgagors shall be responsible for and pay all general real estate taxes and special assessments, and for the costs to keep all buildings at any time on the premises fully insured against loss by fire, lightning, windstorm and extended coverage risks in companies approved by the Holder of the Note in such minimum amounts as may reasonably be required by the Holder of the Note.

4. The undersigned Trustee hereby 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 beneficially interested under the aforementioned Trust Agreement, and each and every person except judgment creditors of Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

5. This Trust Deed is executed by Heritage Pullman Bank and Trust Company, 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 Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said

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Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such personal liability, if any, being expressly waived by the Holder of the Note and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee is personally concerned, the Holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in the Note provided and to any other security given for the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of the day and year first above written.

Heritage Pullman Bank and Trust Company,  
not personally, but as Trustee under  
Trust Agreement dated February 1, 1973,  
and known as Trust No. 71-81153

By: *Mary E. [Signature]*  
Title: VICE PRESIDENT

Attest:

*Melvin Cholewa*  
Title: ASSISTANT SECRETARY

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Mary E. Peters and Michael Johnson of Heritage Pullman Bank and Trust Company ("Bank"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank as their own 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 1 day of March 1988.

Ruby L. Larson  
Notary Public

My commission expires:

4-28-90.

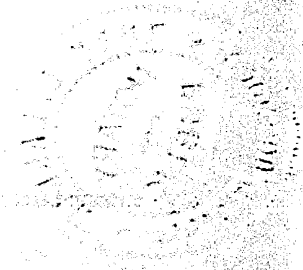
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RIDER B TO TRUST DEED  
DATED AS OF JANUARY 20, 1987, BETWEEN  
HERITAGE PULLMAN BANK AND TRUST COMPANY,  
AS TRUSTEE UNDER TRUST AGREEMENT  
DATED 2/1/73 AND KNOWN AS TRUST NO. 71-81153,  
AND CHICAGO TITLE AND TRUST COMPANY

The West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian (excepting from said Tract the Right-of-Way of the Chicago and Calumet Terminal Railway; and excepting from said Tract a parcel of land 27 feet in width extending across the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1 aforesaid, situated on the Northeast side of and adjoining the Right-of-Way, as conveyed to the C. & C. T. Ry. by Elizabeth Elliott on August 19, 1889 and recorded as Document Number 1145043, in Book 2774, page 16; and excepting from said Tract the North 42.0 feet of the South 75.0 feet thereof; and excepting from said Tract that part thereof lying Southwesterly of a line drawn from a point on the West line of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, 166.02 feet North of the South line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, to a point on the North line of the South 75 feet of the West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, 141.55 feet East of the West line of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 1; and excepting therefrom that part thereof falling within the North 10 feet of the South 85 feet of said West Half (1/2) of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 1). (Except that part lying South of the Chicago and Calumet Terminal Railway Right-of-Way).

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Handwritten initials and numbers: "ae 0091" with a vertical line.

CHICAGO TITLE AND TRUST COMPANY'S Office

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DEPT-91 RECORDING  
T#1111 TRAM 7892 09/07/88 16:29:00  
#200 # A \*-88-145451  
COOK COUNTY RECORDER  
\$16.30

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