

THIS INDENTURE, Made November 26 19 59 between Giorgio Drywall Company, Inc.

herein referred to as "Mortgagors," and First National Bank of Mount Prospect, a national banking association residing in Mount Prospect Illinois, (herein referred to as Trustee"), witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of

TEN HUNDRED THOUSAND AND NO/100-----Dollars (\$600,000.00----), evidenced by one certain Note of the Mortgagors of even date herewith, made payable to HEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.5 % per annum prior to maturity as follows:

TEN HUNDRED THOUSAND AND NO/100-----Dollars (\$600,000.00----), on demand of DEMAND All payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal unless paid when due shall bear interest at the rate of 10.5 per cent per annum.

NOW, THEREFORE, the Mortgagors 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, both the Mortgagors to be performed, and also in consideration of the sum of money herein advanced and paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Wheeling Cook County of Cook and State of Illinois, to wit:

LOTS 35 AND 36 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 03-11-409-016-0000 & 03-11-409-015-0000 Property address: 250 Chaddick Drive, Wheeling, IL

Document prepared by: Thomas A. O'Grady, Vice President, First National Bank of Mount Prospect, One First Bank Plaza, Mt. Prospect, IL 60056

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limitation of the generality of the foregoing, all apparatus and equipment of every kind now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, heaters, sinks 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 fixtures hereafter placed in the premises by the Mortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Mortgagors (1) shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. (2) shall 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, except taxes and other governmental assessments not overdue. (3) shall 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 liens to Trustee or to holders of the Note. (4) shall complete within a reasonable time any building or buildings now or at any time in process of construction on said premises. (5) shall comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) shall make no material alterations to said premises except as required by law or municipal ordinance, without prior written consent of Trustee or holders of the Note being first had and obtained, and (7) shall not sell, transfer, assign or otherwise encumber (whether by land contract or otherwise), or encumber or suffer or permit any lien or encumbrance (whether or not junior and subordinate to the lien hereof) to exist upon the premises, or any part thereof or any interest therein, without prior written consent of Trustee or holders of the Note being first had and obtained.

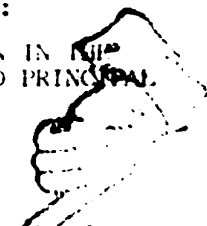
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and utility charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may deem to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards or contingencies as the holders of the Note may require under policies providing payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness 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 shall deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case Mortgagors shall fail to perform any covenants herein contained Trustee or the holders of the Note may but need not, make any payment or provision 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 release from any tax lien or forfeiture affecting said premises or curtail any tax assessment. All moneys paid for any of the purposes herein authorized and all moneys paid or incurred in connection therewith including reasonable 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 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 default hereunder on the part of Mortgagors.

5. 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.

6. Mortgagors shall pay each sum of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagors, 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) in the case of default for ten days in making payment of an installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.



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Handwritten initials or mark at the bottom right corner.

UNOFFICIAL COPY

TRUST OFFICER By _____ Trust Officer	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 RE-CORD.
First National Bank of Mount Prospect as Trustee 7.0783 Identified herewith under Identification No.	

AD 18 89
GIVEN under my hand and Notary Seal this 28th day of November

_____ Notary Public

STATE OF ILLINOIS
County of Lake

SS

Sam Casaliardo, President (SEAL)
Joseph Besthoff (SEAL)

GUARARDO DRYWALL COMPANY
of Managers and all

1. The Trust Deed and all government bonds shall be held by the Trustee and all other parties named herein shall be bound by the terms hereof and all persons claiming under or through the Trustee shall be bound by the terms hereof and all persons claiming under or through the Trustee shall be bound by the terms hereof.

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10. No action shall be brought against the Trustee or any other party named herein for the performance of the terms hereof unless the party bringing such action shall first have obtained a judgment or decree from a court of competent jurisdiction in its favor.

11. The Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the purpose of ascertaining the condition of the premises and the amount of any taxes or other charges which may be due thereon.

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