

CTTCB

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 2 1989, between PETROLANE GAS SERVICE LIMITED PARTNERSHIP

27 SAS 51196855C

Limited partnership organized under the laws of Delaware herein referred to as "Mortgagor" and FIRST NATIONAL BANK OF ILLINOIS, an Illinois corporation doing business in Lansing, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the principal Promissory notes hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

EIGHT HUNDRED THOUSAND DOLLARS AND NO/100 (\$800,000.00) ----- DOLLARS, evidenced by four Principal Promissory Notes of the Mortgagor of even date herewith, made payable

to THE ORDER OF BEARER and delivered, said principal notes all being payable in equal annual principal installments beginning May 1, 1990 with a payment of the final balance on May 1, 1999 and being in the principal amount as follows:

- Note #1-\$400,048.00
- Note #2-\$ 10,000.00
- Note #3-\$ 304,248.00
- Note #4-\$ 85,704.00

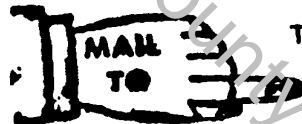
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104444 TRAM 6818 05/08/89 10 43:00
#0356 N D -89-20451.0
COOK COUNTY RECORDER

89204510

with interest thereon ~~xxx~~ bearing interest after maturity at the rate of 20% per cent per annum, and all of said principal ~~xxxx~~ being made payable at such banking house or trust company in Lansing, Illinois, as the holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the ~~xxxx~~ last known address of DONALD SCHULTZ, in Lansing, Illinois.

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 (SHE/IT) 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 Lansing, COUNTY OF COOK AND STATE OF ILLINOIS, ~~xxxx~~ and being described on the Legal Description Rider which Rider is identified with the signatures of the parties and is attached hereto and made a part hereof.

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THIS INSTRUMENT PREPARED BY RONALD A. KIEDAISCH ATTORNEY AT LAW 3330 - 181ST PLACE LANSING, ILLINOIS 60438

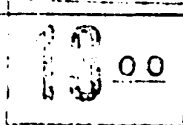
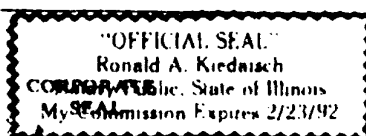
[Handwritten signature]

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, encumbrances, 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 heater. 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 purpose, and upon the uses and trusts herein set forth and for the equal security of the said principal notes hereinabove described, without preference or priority of any one of said principal notes, over any of the others by reason of priority of time of maturity, or the negotiation thereof or otherwise.

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, the Mortgagor has caused this instrument to be executed by its general partner and executed on behalf of said partner by its authorized officers on the day and year first above written.

PETROLANE GAS SERVICE LIMITED PARTNERSHIP BY: PETROLANE INCORPORATED Its General Partner



ATTEST: *[Signature]* Vice President
[Signature] Assistant Secretary
E.R. MILLIGAN

STATE OF ILLINOIS, } ss. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of KENNETH CREEL, Vice President of the PETROLANE INCORPORATED AS GENERAL PARTNER For PETROLANE GAS SERVICE LIMITED PARTNERSHIP and E.R. MILLIGAN, Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~xxxx~~ 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; ~~xxxx~~

GIVEN under my hand and Notary Seal this *[Signature]* 19 89. Notarial Seal

UNOFFICIAL COPY

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

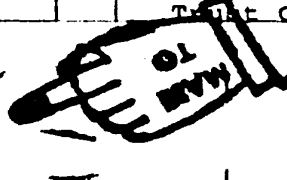
- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 holder of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the notes duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or the holders of the notes or of any of them, may, but need not, make any payment or perform any act herebefore required of Mortgagor 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 claim thereon, or to redeem from any tax sale or forfeiture affecting 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes or of any of them to protect the mortgagor, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre-maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- The Trustee or the holders of the notes 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, foreclosure, tax lien or title or claim thereon.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the principal notes, or of any of them, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes, or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, costs 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 notes, or of any of them, for attorneys' fees, Trustee's fees, appraisers' 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes or of any of them, 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 of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise, the highest pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes or any of them 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.
- 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 in that evidenced by the principal notes with interest thereon as provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.
- 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 the filing of such bill, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the 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 a liquidated or unliquidated or pending 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 times when Mortgagor, 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 payment in whole or in part of (a) the indebtedness secured hereby or of any decree 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; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.
- Trustee or the holders of the notes or of any of them shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the notes or trust deed, 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 affidavits satisfactory to it before exercising any power herein given.
- 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 principal notes 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed on behalf of the corporation herein designated as maker thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in any state 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 or Registrar 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the principal notes of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- The mortgagor 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 each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in title to the premises subsequent to the date of this trust deed.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 391
CHICAGO TITLE AND TRUST COMPANY
 FIRST NATIONAL BANK OF ILLINOIS Trustee
 Dated:
 David A. DeYoung Assistant Secretary
 Trust Officer Assistant Vice President



MAIL TO:

RONALD A. KIEDAISCH, ATTY.
 3330-181st Place, P.O. Box 246
 Lansing, IL 60438

FOR RECORDER'S INDEX PURPOSES:
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 2801 E. 175th Street
 Lansing, IL 60438

PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER 4511

IDENTIFIED. AS BEING ATTACHED HERETO AND MADE A PART OF THE TRUST DEED DATED MAY 2, 1989 EXECUTED BY PETROLANE GAS SERVICE LIMITED PARTNERSHIP BY: PETROLANE INCORPORATED, ITS GENERAL PARTNER

PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ST. LOUIS AND PITTSBURGH RAILROAD AT A DISTANCE OF 395.38 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 (SAID POINT OF BEGINNING BEING THE CENTER LINE OF A CERTAIN SPUR TRACK) THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1005.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TRI-STATE HIGHWAY; THENCE WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID TRI-STATE HIGHWAY A DISTANCE OF 154.92 FEET; THENCE SOUTHEASTERLY AND PARALLEL TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ST. LOUIS AND PITTSBURGH RAILROAD A DISTANCE OF 892.08 FEET TO THE CENTER LINE OF SAID SPUR TRACK; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPUR TRACK A DISTANCE OF 242.45 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN THE VILLAGE OF LANSING, IN COOK COUNTY, ILLINOIS (EXCEPTING THE SOUTHERLY 5 FEET AS CONVEYED BY DOCUMENT NUMBER 15210141).

PETROLANE GAS SERVICE
LIMITED PARTNERSHIP
BY: PETROLANE INCORPORATED
Its General Partner

BY: *Kenneth E. Egan*
KENNETH E. EGAN, its Vice Pres.

ATTEST: *E. R. Milligan*
E. R. MILLIGAN, Assistant Sec.

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