

18. The Trustee has no duty to examine the title location, existence or condition of the mortgaged property, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signers of the Note of this Trust Deed or of any other Mortgage Instrument. The Trustee shall not be obligated to record this Trust Deed or to exercise any power unless expressly obligated by the terms of this Trust Deed to do so. The Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or that of its agents or employees. The Trustee may require indemnities satisfactory to it before exercising any power granted under the terms of this Trust Deed.

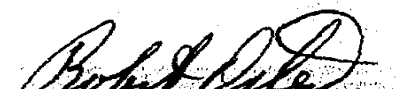
19. The Trustee shall release this Trust Deed and the mortgage created by this Trust Deed upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and upon the payment to the Trustee of a reasonable fee for the execution of any necessary release instruments. The Trustee is hereby authorized to execute and deliver a release of this Trust Deed at the request of any person who shall, either before or after maturity, produce and exhibit to Trustee an instrument purporting to be the Note and who shall represent to the Trustee that all indebtedness secured by this Trust Deed has been paid, which representation the Trustee may accept as true without inquiry. The Trustee may accept as the Note herein described any note which bears an identification number matching an identification number on this Trust Deed and purporting to be placed on the note by any Trustee and which conforms in substance with the description of the Note herein contained. Where no matching identification number purporting to be that of a Trustee appears on the note exhibited to the Trustee and on this Trust Deed, the Trustee may accept as the Note herein described any note which conforms in substance with the description of the Note herein contained.

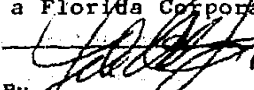
20. The Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this Trust Deed shall have been recorded or filed. In case of the resignation of the Trustee or in case of the inability, refusal or failure to act of Trustee, the Holder shall have the right to appoint a person to serve as Successor Trustee. In the event a vacancy shall occur by reason of resignation or otherwise and the Holder shall fail to appoint a Successor Trustee, the then Recorder of Deeds (or the Registrar of Titles if the mortgaged property is registered under the Torrens System) of the County in which the mortgaged property is situated shall be the Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given the original Trustee. The original Trustee and any Successor Trustee shall be entitled to reasonable compensation for all acts performed pursuant to the provisions of this Trust Deed, and shall be entitled to interest at the Default Interest Rate from the date any Trustee's fees are charged on the amount of such fees remaining from time to time unpaid.


21. (a) The Trustee and the Holder shall have the right to inspect the mortgaged property at such times and on as many occasions as the Trustee or the Holder may desire and access to the mortgaged property shall be permitted for the purposes of such inspection. (b) The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one note is used. (c) Unless otherwise specifically provided, all powers, rights and remedies granted to the Trustee and the Holder under the terms of this Trust Deed may be exercised by the Holder alone, by the Trustee alone, or by both the Holder and the Trustee acting jointly. If at any time there shall be more than one holder of the Note any one of the holders of the Note may exercise any power, right or remedy which under the terms of this Trust Deed may be exercised by "the Holder". (d) Time is of the essence of this Trust Deed and all provisions relating thereto shall be strictly construed. (e) Whenever possible each provision of this Trust Deed, the Note and every other Mortgage Instrument shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Trust Deed, the Note or any other Mortgage Instrument shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the instrument in which such provision appears or any other Mortgage Instrument. If any given rate or charge provided for under the terms of this Trust Deed, the Note or any other Mortgage Instrument shall be greater than the highest rate or charge permitted by law, the highest rate or charge permitted by law shall be due in place of the given rate or charge which would otherwise be due. (f) Each notice, demand or direction required or permitted under the terms of this Trust Deed shall be deemed to have been given or delivered at the time when mailed by United States return receipt requested registered mail addressed (1) if to Mortgagor to such address as may be shown on the Trustee's records as the address of Mortgagor or to the street address of the mortgaged property and (2) if to the Trustee or to the Holder to the address of the Trustee's principal office in Chicago, Illinois or to such other address as either the Trustee or the Holder may designate from time to time by written notice. Except as otherwise expressly provided in this Trust Deed no notice or demand to any assignee, grantee or other successor in interest of any Mortgagor shall be required. (g) In the event only one person shall have executed this Trust Deed, the term "any Mortgagor" shall be read "the Mortgagor" and shall be deemed to designate that one person. (h) Neither this Trust Deed nor any other Mortgage Instrument may be amended, modified or discharged in whole or in part orally. No written amendment to this Trust Deed or any other Mortgage Instrument may be enforced against any person unless such amendment shall have been executed by such person or his predecessor in interest. No course of dealing between the Trustee or the Holder on the one hand and any Mortgagor or any other person on the other hand shall be deemed effective to modify, amend or discharge any part of this Trust Deed or any other Mortgage Instrument or any rights or obligations of any person under this Trust Deed or any other Mortgage Instrument. No person shall be deemed to have waived any right under the Trust Deed or under any other Mortgage Instrument unless such waiver is in writing and signed by the person waiving such right. No delay or omission in exercising any right under any Mortgage Instrument shall operate as a waiver of such right or of any other right. A waiver upon any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the rights and remedies of the Trustee or the Holder whether evidenced hereby or by any other Mortgage Instrument or whether granted by law, shall be cumulative and may be exercised singly or concurrently. (i) All rights and obligations under this Trust Deed shall extend to and be binding upon legal representatives, heirs, successors and assigns of Mortgagor, the Holder, and the Trustee. (j) Any insurance proceeds, condemnation proceeds, rents, or other amounts which pursuant to the provisions of this Trust Deed shall be applied to any indebtedness secured hereby shall be deemed to have been applied to such indebtedness in the inverse order of its maturity. Until the Note shall have been paid in full, no periodic payment which shall become due under the terms of the Note shall be deemed to have been prepaid. (k) Mortgagor agrees to furnish to the Holder within thirty days after the close of each business quarter except the fourth business quarter and within forty-five days after the close of each fiscal year a copy of any balance sheet and income statement which Mortgagor may have had prepared relating to the quarter or year most recently ended. Mortgagor shall also furnish the Holder with such other statements relating to Mortgagor's financial condition as the Holder shall reasonably request. (l) The provisions in this subpart (1) apply in the event this Trust Deed has been executed by two or more persons: The term "Mortgagor" as used in this Trust Deed shall be read "Mortgagors" and shall be deemed to designate all persons who have executed this Trust Deed. All singular word forms used in connection with the term "Mortgagor" shall be deemed plural word forms where context and construction require. Each person who has executed this Trust Deed shall be deemed a "Mortgagor". Each person who has executed this Trust Deed agrees that the person's obligations and liabilities under the provisions of this Trust Deed shall be joint and several and further agrees that no release or discharge of any other person, hereon shall impair or limit in any way the extent, primacy or nature of the person's liabilities or obligations hereunder. (m) The law of the State of Illinois shall govern all questions relating to this Trust Deed, the Note, and any other Mortgage Instrument, including but not limited to all questions concerning construction, validity and performance.

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IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this Trust Deed at Chicago, Illinois on the 31st day of March, 19 89 (herein called the "date of this Trust Deed").


ROBERT OSTER

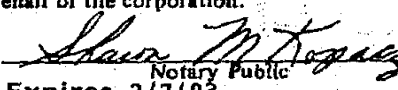
JUNIOR SOUTH CORPORATION,
a Florida Corporation

By _____
Title President

ATTEST: 
Title Vice President

STATE OF ILLINOIS } Wisconsin
COUNTY OF COOK } SS Milwaukee

The foregoing instrument was acknowledged before me this May 31, 1989 by John Oster, Jr.
President and _____
of Junior South Corp.
a Florida corporation, on behalf of the corporation.

Identification No. _____
LAKE SHORE NATIONAL BANK,
Trustee


Notary Public
Expires 2/7/93

9. Mortgagor shall reimburse the Trustee and the Holder in an amount equal to the amount of all costs and expenses (herein after called "Foreclosure Expenses") incurred by the Trustee or by the Holder in connection with foreclosure proceedings or in connection with the exercise of any other action authorized in paragraph 8 of this Trust Deed and shall pay interest at the Default Interest Rate from the date each of such costs and expenses shall be paid by the Trustee or the Holder on the amount of such costs and expenses remaining from time to time unreimbursed. The Foreclosure Expenses shall include but shall not be limited to: attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, sheriff's costs and fees, costs (which may be estimated as to items to be expended after entry of a foreclosure decree) of procuring all minutes of foreclosure, abstracts of title, title examinations, title insurance, Torrens certificates, and such similar data and assurances with respect to title as the Trustee or the Holder may deem reasonably necessary either to prosecute a foreclosure suit or to evidence to bidders at any sale which may be had pursuant to such a suit the true condition of the title to or the value of the mortgaged property. The Foreclosure Expenses together with all other amounts for which Mortgagor is or shall be liable to the Trustee or the Holder under the provisions of this Trust Deed and together with all interest on such Foreclosure Expenses and other amounts shall be immediately due and payable without notice or demand, shall be secured by the mortgage created by this Trust Deed, and, if not paid by Mortgagor, shall be included in any decree or judgment as part of the indebtedness secured hereby, shall be payable from the rents and proceeds of sale of the mortgaged property, and if not satisfied pursuant to one of the foregoing provisions, shall be included in any deficiency judgment.

10. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, to accrued interest on the foreclosure decree; second, to all Foreclosure Expenses and to all other amounts secured by this Trust Deed additional to amounts evidenced by the Note and all accrued interest thereon; third, to all principal and accrued interest remaining unpaid on the Note; and fourth, any overplus to Mortgagor.

11. Upon, or at any time after the filing of a foreclosure suit under this Trust Deed, the court in which such suit is filed may appoint a receiver of the mortgaged property or may, with the consent of the party appointed, appoint the Holder or Trustee as receiver or as mortgagee in possession. The appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver or mortgagee in possession and without regard to the then value of the mortgaged property or whether or not the mortgaged property shall be then occupied as a homestead. The receiver or mortgagee in possession shall have all powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property, including but not limited to the power to do any or all of the following: To enter upon and take possession of the mortgaged property; to put and maintain the mortgaged property in first class condition; to employ all personnel necessary for the successful operation of the mortgaged property; to provide insurance against such risks and in such amounts as the receiver or mortgagee in possession may deem desirable; to lease the mortgaged property to such persons, for such terms (whether or not extending beyond the probable period of possession by the receiver or mortgagee in possession) at such rentals and on such conditions as shall appear desirable to the receiver or mortgagee in possession; and to collect the rents, issues and profits of the mortgaged property (including those which shall be overdue) during the pendency of the 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 during which Mortgagor, except for the late mention of such receiver or mortgagee in possession, would be entitled to collect such rents, issues and profits. No lease of all or any part of the mortgaged property shall be terminated by the entry into possession by the receiver or mortgagee in possession, but the receiver or mortgagee in possession may elect to terminate any lease which may be junior to the mortgage created by this Trust Deed. Mortgagor agrees to pay a reasonable rent to any receiver or mortgagee in possession appointed in connection with any foreclosure proceeding, for the whole of any time during which Mortgagor shall occupy any portion of the mortgaged property subsequent to the appointment of such a receiver or mortgagee in possession. Net income (i.e., income remaining after payment of expenses incurred by the receiver or mortgagee in possession in the exercise of powers authorized by this paragraph 11 and after payment of the fees of the receiver and Trustee) shall be applied in such amounts as the Holder shall determine to payment of any amount owing on the Note or secured by this Trust Deed, to payment of any amount owing on any judgment on the Note or on any foreclosure decree hereon, or to payment of any tax, special assessment or other amount secured by any lien or encumbrance equal to senior in priority to the mortgage created by this Trust Deed or by a judgment on this Trust Deed, provided any such application is made prior to the foreclosure sale; subsequent to a foreclosure sale, net income may be applied only against any deficiency remaining after such sale.

12. Mortgagor hereby pledges and assigns to the Trustee and the Holder all rents payable under any lease of all or any part of the mortgaged property whether presently existing or hereafter made and any other proceeds arising from any occupancy, use or exploitation of the mortgaged property or any interest therein. While it is the intention of the parties that the foregoing assignment shall be a present assignment, neither the Holder nor the Trustee shall exercise any rights granted under this paragraph unless and until a Material Default (as defined in paragraph 7) shall occur under the terms of this Trust Deed. Upon the occurrence of a Material Default, and regardless of whether the Holder or the Trustee shall have instituted foreclosure proceedings or shall have availed itself of any other right available under paragraph 8: (a) All rents and other proceeds hereby assigned which shall be paid subsequent to the date of the Material Default shall inure to the benefit of the Holder; (b) the Trustee and the Holder shall have the right to terminate, alter and amend any lease of the mortgaged property and to cause new leases to be executed; (c) the Holder and the Trustee shall have the right to notify any lessee or other person in possession of the mortgaged property of this assignment and to require that all subsequent payments hereby assigned be made directly to the Holder or the Trustee; and (d) the Holder and the Trustee shall have the right to collect and receive all rents and proceeds hereby assigned. The collection of rents pursuant to this assignment shall not of itself be deemed to render the Holder or Trustee a mortgagee in possession.

It is the intention of Mortgagor that the rents and proceeds hereby pledged and assigned shall be deemed to be pledged and assigned on a parity with and independently of the mortgaged real estate and that this assignment not be deemed merged in any foreclosure decree. Mortgagor agrees to execute such attornment notices and other writings as the Holder or Trustee may require to secure its interest in the rents and proceeds hereby assigned or to facilitate the collection of such rents and proceeds. The collections made pursuant to this assignment shall first be applied to reimburse the Holder and Trustee for all costs incurred to effect such collections and to pay the Trustee's fees; any remaining amounts shall be applied prior to any foreclosure sale in such amounts as the Holder shall determine to payment of any amount owing on the Note or secured by this Trust Deed, to payment of any amount owing on any judgment on the Note or on any foreclosure decree hereon, or to payment of any tax, special assessment or other amount which may be secured by alien or encumbrance equal or senior in priority to the interest created by this assignment and shall be applied after any foreclosure sale to any deficiency remaining after such sale.

13. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the mortgage created by this Trust Deed on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor who shall acquire any interest in or title to the mortgaged property subsequent to the date of this Trust Deed.

14. In the event any part of any Mortgagor's title to or interest in any of the mortgaged property shall pass to or vest in any third person or in the event any third person shall become liable for or shall assume any obligations secured by this Trust Deed or by any other Mortgage Instrument, then and in either such event, the Trustee and the Holder if either so elects (but not otherwise) may without notice to Mortgagor deal with any such third person in any way in which the Trustee or the Holder may deem necessary or desirable in connection with any indebtedness or obligations secured by this Trust Deed. Without limiting the generality of the foregoing provision, the Trustee and the Holder are hereby authorized: (a) to extend the time for payment of any indebtedness secured by this Trust Deed; (b) to forebear to sue, and to forebear to exercise any other right, power or remedy which may be available under law or under any of the Mortgage Instruments; (c) to settle or to compromise any claim against any such third person (which settlement or compromise may have the effect of releasing any or all third persons from any liability to the Holder or the Trustee); and (d) to release any interest in the mortgaged property and to release any other collateral securing any obligation of any third person. No dealings or activities undertaken by the Trustee or by the Holder pursuant to the provisions and authorizations contained in this paragraph 14 shall operate to terminate, limit, subordinate, or impair in any way the liability of Mortgagor under this Trust Deed, under the Note or under any other Mortgage Instrument.

15. If all or any part of the mortgaged property shall be taken or condemned by any governmental or other competent authority, the Trustee and the Holder are hereby empowered, and authorized, to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all compensation so received shall be applied at the election of the Holder to the immediate reduction of the indebtedness secured hereby, whether or not then due, or to the repair and restoration of any property, or in part to both of such purposes in such proportion as the Holder shall determine.

16. No action for the enforcement of the mortgage created hereby or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the defense in an action at law upon the Note by the then holder of the Note.

17. In the event (a) all or any part of any Mortgagor's interest in the mortgaged property shall be sold, conveyed, or otherwise transferred (whether voluntarily or involuntarily and whether by operation of law or otherwise) to any other person, or (b) record or beneficial ownership of or the right to vote voting securities having voting rights sufficient to elect a majority of the Board of Directors or other managing body of Mortgagor shall be transferred to any person or any group of affiliated or associated persons or persons acting in concert who or which did not have record or beneficial ownership of or the right to vote such securities on the date of this Trust Deed or shall be transferred from any person or group of affiliated or associated persons or persons acting in concert who or which held such record or beneficial ownership or voting control on the date of this Trust Deed, or (c) control of Mortgagor whether direct or indirect shall be otherwise sold or transferred to or acquired by any person or any group of affiliated or associated persons or persons acting in concert who or which did not possess such control on the date of this Trust Deed, or (d) Mortgagor shall be a party to any consolidation or to any merger in connection with which Mortgagor shall not be the surviving corporation, or (e) the separate existence of Mortgagor shall cease or Mortgagor shall be liquidated or dissolved, then and in any such event, if the Holder shall so elect, but not otherwise, all unpaid principal and accrued interest under the Note and all other amounts secured by this Trust Deed shall become immediately due and payable, and the Holder shall have all rights granted to the Holder in paragraph 8, including but not limited to the right to foreclose the mortgage created by this Trust Deed.

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Holder not later than ten (10) days prior to the respective dates of expiration. Each hazard insurance policy shall contain a mortgage clause in a form satisfactory to the Holder making the given policy payable to the Trustee for the benefit of the Holder, shall not contain any contribution clause, and shall by its terms not be subject to cancellation or material alteration in the absence of at least ten days prior written notice to the Trustee. In case of loss under the required hazard insurance policies, the Trustee and the Holder are authorized to adjust, compromise and collect all claims thereunder without the consent of Mortgagee and to execute and deliver on behalf of Mortgagee all necessary papers to sign, receipts, vouchers, releases and other such papers required to be signed by the insurance companies, and Mortgagee agrees to sign, upon demand, all receipts, vouchers, releases and other such papers required to be signed by the insurance companies, or by any insurance company. At the election of the Holder the proceeds of any insurance claim may be applied to the reduction of the indebtedness secured by this Trust Deed whether or not then due, may be applied to both purposes in such proportion as the Holder shall determine. The Trustee is hereby authorized to pay out any and all insurance proceeds in accordance with the Holder's direction.

4. Mortgagee agrees to pay to the Holder each month a sum specified by the Holder and estimated by the Holder to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the mortgaged property for the year in which the deposit is made. Mortgagee further agrees upon request from the Holder to increase the monthly deposit required under the preceding sentence by an amount specified by the Holder in order to provide funds for the payment of all special assessments, other impositions and premiums for insurance required by reason of this Trust Deed which shall be designated in the Holder's written request and which in the Holder's estimation may fall due or accrue within the next succeeding year. It is expressly agreed that no trust or other fiduciary relationship shall be deemed to exist between the Holder and any other person by reason of the making of the deposits provided for in this paragraph 4 that the Holder shall not have any obligation of any kind to pay any interest or other return on any funds deposited pursuant to this paragraph 4 (regardless of whether the Holder may pay any interest or return on similar deposits made by other persons) that such deposits may be commingled with the Holder's own funds; and that, except as expressly provided herein, the Holder shall not be obligated to comply with any request of any Mortgagee or any other person with respect to the use, investment or disposition of any such deposits. The Holder and the Trustee are hereby authorized to pay all taxes, special assessments, other impositions and insurance premiums as charged or billed without inquiry as to accuracy or validity and regardless of whether or not such payments are requested by any Mortgagee. The Holder shall not, however, be obligated to apply any amounts deposited pursuant to this paragraph to the payment of any tax, special assessment, other imposition or insurance premium unless Mortgagee, while not in default under the provisions of this Trust Deed or any other mortgage instrument, shall have requested the Holder in writing to pay a mortgage tax or other charge, unless such written request shall be accompanied by the bill for the given tax or other charge of which payment is requested. Mortgagee shall then be a sufficient amount on deposit to satisfy in full all payments then due on all taxes and other charges intended to be covered by deposits made pursuant to this paragraph. The Holder shall not be liable for any loss which Mortgagee may suffer by reason of any failure of the Holder to pay any imposition or insurance premium which the Holder shall be obligated to pay unless such failure shall have resulted from the Holder's willful misconduct or gross negligence.

5. The Trustee and the Holder are hereby authorized (but shall not be required) to make any payment and to perform in any manner deemed expedient any act which Mortgagee is required to make or to perform under the terms of this Trust Deed, the Note or any other mortgage instrument and which Mortgagee shall fail to make or to perform at the time and in the manner specified in this Trust Deed, in the Note or in any other mortgage instrument. The Trustee and the Holder are further authorized to make any payment and to perform any act which either of them may deem necessary to establish, protect or defend the mortgage created by this Trust Deed or the value thereof, or to protect or maintain the value of the mortgaged property or to establish, protect or defend the validity of the Note or to establish, protect or enforce the liability of any person in any way obligated on the Note. The authority hereby granted to the Trustee and to the Holder includes but is not limited to the right to make full or partial payments of principal, interest or other charges at any time due or classed to be due on any mortgage or other lien or encumbrance equal or senior in priority to the mortgage created hereby; the right to purchase, discharge, compromise, or settle any tax lien or other equal or senior lien or title or any claim to any such equal or senior lien or title; the right to pay any tax, special assessment or other imposition against the mortgaged property or any insurance premium for which Mortgagee is responsible; the right to contest any tax or assessment; and the right to purchase the mortgaged property at any sale or to redeem the mortgaged property from any such sale or from any forfeiture. Mortgagee agrees to reimburse the Trustee and the Holder on demand in an amount equal to all amounts paid and expenses incurred by the Trustee or the Holder for any payment or action the making or performance of which is authorized by any of the foregoing provisions of this paragraph 5 and to pay interest at the default interest rate from the date each of such payments and expenses shall have been paid by the Holder or Trustee on the amount of the mortgage created by this Trust Deed. The Trustee and the Holder may make any payment authorized under this paragraph 5 without inquiring as to the validity or accuracy of the item or account of the item or claim paid, and the invalidity or inaccuracy of any such item or claim shall in no way affect the Holder's or the Trustee's right to repayment of all such sums advanced. Nothing contained in this paragraph 5 shall be construed as requiring the Trustee or the Holder to advance any money for any purpose or to take any affirmative action; and neither the Trustee nor the Holder shall incur any liability because of anything it may do or omit to do pursuant to this paragraph 5.

6. The Trustee and the Holder at their discretion, are hereby authorized to employ necessary or prudent to either of them in connection with any action which the Trustee or the Holder is authorized to take under any of the provisions of this Trust Deed or in connection with any litigation, proceeding, negotiation, transaction, in which either the Trustee or the Holder may become concerned or involved because of its interest under this Trust Deed or under the Note, including but not limited to: (a) participation in any proceeding (including bankruptcy proceedings) to which either the Trustee or the Holder may be made or may have a right to become a participant by reason of its interest under this Trust Deed or the Note; (b) participation (whether as plaintiff, defendant, claimant, intervenor, witness or otherwise) in any proceeding, negotiation, transaction, or action in which either the Trustee or the Holder may be affected or which may in any way affect or question the validity, enforceability, or priority of the mortgage created by this Trust Deed or the Note; (c) the initiation and/or maintenance of any judicial or administrative action reasonably deemed necessary by the Holder to establish or protect the validity, enforceability or priority of the mortgage created by this Trust Deed; (d) any other action of any kind taken at the invitation or request of any Mortgagee or of any assignee, grantee, or other successor of any Mortgagee or of any person who may claim title to or an interest in the mortgaged property under or through any Mortgagee including but not limited to the making of any special arrangements, the waiver of any rights under any mortgage instrument, or the amendment of any mortgage instrument; or (e) preparation for any proceeding, negotiation, action, transaction, or dealing specified in (a), (b), (c) or (d) immediately above; or (f) preparation for any proceeding, negotiation, action, transaction, or dealing in any such action, proceeding, negotiation, transaction, or dealing. Mortgagee agrees to reimburse the Trustee and the Holder on demand in an amount equal to all attorneys' fees and any other expenses incurred and payments made by the Trustee or the Holder pursuant to the authority granted in the foregoing provisions of this paragraph and to pay interest from the date each of such payments and expenses shall have been paid by the Holder or Trustee on the amount of interest Rate secured by the mortgage created by this Trust Deed.

7. For the purposes of this Trust Deed, a "Material Default" shall be deemed to have occurred if: (a) Mortgagee shall fail to pay when due any payment required under or by reason of the terms of the Note, this Trust Deed or any other mortgage instrument; or (b) Mortgagee shall fail to perform or to observe at the time and in the manner required under the terms of this Trust Deed or any other mortgage instrument any other obligation required to be performed or observed by Mortgagee under the terms of any mortgage instrument; or (c) any warranty, representation, statement or report made or given at any time to the Trustee or to the Holder by or on behalf of any Mortgagee shall have been false in any material respect when given or furnished; or (d) there shall be any execution or levy on, the initiation of any suit to foreclose any mortgage, lien or other encumbrance against, or any seizure, attachment, forced sale or forfeiture of all or any part of the mortgaged property; or (e) any proceeding shall be instituted by or against any Mortgagee under any chapter of the federal Bankruptcy Act, under any insolvency law relating to the relief of debtors, readjustment of the indebtedness, reorganization, arrangement, composition or extension; or (f) any Mortgagee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for any Mortgagee or for all or any part of the mortgaged property; or (g) any Mortgagee or all or any part of the mortgaged property shall be placed under the control or in the custody of any court or other governmental authority or of a receiver or trustee; or (h) Mortgagee shall vacate or abandon the mortgaged property or any part thereof.

8. In the event any Material Default (as defined in paragraph 7 shall occur, the Holder and the Trustee are hereby authorized and empowered, at the election of either, without notice of such election, without any default, without the validity, enforceability, or priority of the mortgage created by this Trust Deed, and regardless of whether any default shall be subsequently remedied by Mortgagee, to do any or all of the following: (a) To declare all unpaid principal and accrued interest under the Note and all other amounts secured by this Trust Deed immediately due and payable whereupon all such principal, interest and other amounts shall without notice or demand become immediately due and payable; and (b) to apply and set off against any indebtedness secured by this Trust Deed whether or not then due (i) the balance of any checking or savings account which any Mortgagee or other party may then maintain with the Holder, and (ii) any other indebtedness owing from the Holder in any capacity to any Mortgagee or other party who or not then due, and (iii) any other property or other indebtedness owned by the Holder in any capacity to any Mortgagee or other party who or not then due; and (c) to do all other things which the Holder may deem necessary or proper to carry out the intent of this paragraph 8.

9. For the purposes of this Trust Deed, "Mortgagee" shall mean the mortgagee named in the instrument which is the subject of this Trust Deed, or its assignee, or its successor in interest, or the holder of any note or other instrument which is secured by the mortgage created by this Trust Deed, or the Trustee or the Holder, or any person who may claim title to or an interest in the mortgaged property under or through any Mortgagee including but not limited to the making of any special arrangements, the waiver of any rights under any mortgage instrument, or the amendment of any mortgage instrument; or (e) preparation for any proceeding, negotiation, action, transaction, or dealing in any such action, proceeding, negotiation, transaction, or dealing. Mortgagee agrees to reimburse the Trustee and the Holder on demand in an amount equal to all attorneys' fees and any other expenses incurred and payments made by the Trustee or the Holder pursuant to the authority granted in the foregoing provisions of this paragraph and to pay interest from the date each of such payments and expenses shall have been paid by the Holder or Trustee on the amount of interest Rate secured by the mortgage created by this Trust Deed.

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THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALSO

ALSO EXCEPTING THEREFROM THE SOUTH 9 FEET THEREOF DEDICATED FOR STREET BY DOCUMENT NO. 17450345.

EXCEPTING THEREFROM THE LAND CONVEYED BY GRANTOR TO COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, BY DEED DATED JULY 27, 1960 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 1, 1960 AS DOCUMENT NO. 17952925

THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, A DISTANCE OF 539.74 FEET (ARC) TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 187.37 FEET TO ITS INTERSECTION WITH A CURVED LINE (CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 758.60 FEET) AT A POINT 150 FEET (ARC) SOUTHEASTERLY OF THE INTERSECTION OF THE CURVED LINE WITH A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILROAD, 303 FEET SOUTH OF THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, 527 FEET SOUTH OF THE SAID SOUGHT LINE OF THE RIGHT-OF-WAY, SAID POINT OF INTERSECTION BEING 440 FEET WEST OF THE WEST LINE OF THE CHICAGO JUNCTION RAILROAD, AS MEASURED ALONG SAID DESCRIBED LINE;

THENCE NORTHEASTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 50 DEGREES NORTH TO EAST WITH LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 200 FEET;

THENCE NORTH PARALLEL WITH THE SAID WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 160 FEET;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 500.01 FEET TO A POINT 699 FEET EAST OF THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 9;

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, 54 FEET WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILROAD;

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EXHIBIT A

89252675

801242668

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

NOTED AND ENTERED FOR THE RECORD this _____ day of _____, 20__.

Clerk of the Court

Clerk of the Court

Clerk of the Court

Clerk of the Court

Clerk of the Court

Clerk of the Court

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THESE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 60.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE, WHICH IS 157.40

THESE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 503.77 FEET, A DISTANCE OF 708.94 FEET TO A POINT WHICH IS 4.11 FEET WEST AND 217.26 FEET NORTH OF THE AFORESAID INTERSECTION OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AS MEASURED ALONG SAID WEST RIGHT-OF-WAY LINE AND A LINE PERPENDICULAR THERETO;

THESE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 35 DEGREES, 06 MINUTES, 53 SECONDS, MEASURED COUNTER-CLOCKWISE WITH THE LAST DESCRIBED LINE, A DISTANCE OF 7.33 FEET;

THESE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 211 DEGREES, 29 MINUTES, 01 SECONDS MEASURED COUNTER-CLOCKWISE WITH THE LAST DESCRIBED LINE, A DISTANCE OF 111.15 FEET TO A POINT, SAID POINT BEING 50 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE SOUTHERLY (WEST-BOUND) MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED;

THESE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 214 DEGREES, 28 MINUTES, 50 SECONDS, MEASURED COUNTER-CLOCKWISE WITH THE LAST DESCRIBED LINE, A DISTANCE OF 83.95 FEET TO A POINT;

THESE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 144 DEGREES, 0 MINUTES, 33 SECONDS, MEASURED COUNTER-CLOCKWISE WITH THE CHORD OF THE LAST DESCRIBED CURVE, SAID CHORD BEING A LINE DRAWN FROM THE LAST DESCRIBED POINT TO THE POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, DISTANT 54.00 FEET WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY, A DISTANCE OF 137.54 FEET TO A POINT;

THESE NORTHERLY AND WESTERLY ON A CURVED LINE CONCAVE TO THE SOUTHWEST, 509.69 FEET TO A POINT (SAID CURVED LINE HAVING A RADIUS OF 758.6 FEET WHEN CONTINUED TO A POINT ON THE SOUTH LINE OF LAND OWNED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT NO. 3991467 IN BOOK 9726 ON PAGE 506, DISTANCE 440 FEET WESTERLY, AS MEASURED ALONG SAID LAST DESCRIBED SOUTH LINE FROM THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY);

THESE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 54.00 FEET;

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE RIGHT-OF-WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY AND THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER;

57925268

80129368

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[Faint, illegible text, likely a document or form, possibly containing names and dates.]

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89342108

89257675

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FEET NORTH OF THE AFORESAID INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 157.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 207,377 SQUARE FEET (4,7607 ACRES) OF LAND MORE OR LESS.

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ENVIRONMENTAL RIDER

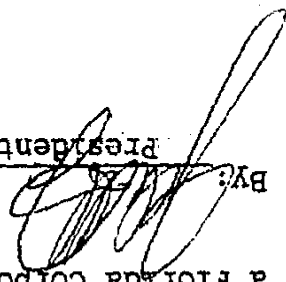
THIS RIDER IS EXECUTED THIS 20TH DAY OF MARCH, 1989, AS PART OF THAT CERTAIN TRUST DEED CONVEYING PROPERTY AT 3001 GRANT STREET, BELLWOOD, ILLINOIS.

The undersigned ("Borrower") hereby agrees to give Lake Shore National Bank ("Lender") immediate notice of any violation or suspected violation of any federal, state, or local statute, rule, or regulation dealing with the presence or suspected presence of any hazardous, toxic, or environmentally dangerous substances or conditions affecting this property ("Property"). Notwithstanding any mortgage or provision of this Mortgage or Trust Deed or this Rider to the contrary, Borrower hereby unconditionally gives Lender the right, but not the obligation, and Lender does not so obligate itself, to undertake to contain and clean up releases of hazardous substances on the Property before the costs of doing so exceeds the value of the Property.

Borrower hereby indemnifies and saves Lender harmless of and from any and all loss, costs (including reasonable attorney's fees), liability and damage whatsoever incurred by Lender, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or any adjacent parcels of real estate or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided that, to the extent that Lender is strictly liable under any such statute, Borrower's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrower with respect to the violation of law which results in liability to the Lender. Borrower further agrees that this indemnity shall continue and remain in full force and effect beyond the term of the indebtedness or obligation which is secured by this Mortgage or Trust Deed and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Lender in connection with any such environmental clean up costs, environmental liens, or environmental matters involving the Property.

Borrower:

JUNIOR SOUTH CORPORATION,
a Florida Corporation,

BY: 
President

DEPT-01
#15.25
#3333 TRAM 0107 06/07/89 12:14:00
#0372 # C # 89-257675
COOK COUNTY RECORDER

89342108
89257675

89-342108

REC'D - 01 RECORDING 02/26/89 09:18:00
COOK COUNTY RECORDER 89-342108

Property of Cook County Clerk

MAIL TO:
BOEHM/FERRIS/STEWART/ROBINSON LTD.
33 N. LA SALLE ST. CHICAGO, IL 60602
ATTN: PETER MONAHAN



STATE OF ILLINOIS) Wisconsin
) ss.
COUNTY OF COOK) Milwaukee

I, Sharon M. Kopacz and Robert Oster in and for said county in the state aforesaid, do hereby certify that 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 being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth, and including the release and waiver of any and all rights of redemption homestead.

GIVEN under my hand and official seal this 17th day of July 19 89
Commission expires: 7-2-93
Sharon M. Kopacz
Notary Public