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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made December 6, 1990 between Parkway Bank & Trust Co., Harwood Heights, Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 19, 1988 and known as trust number 8941 herein referred to as "First Party," and Parkway Bank and Trust Company

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Five Hundred Ninety Eight Thousand and No 00/100ths (\$598,000.00)

made payable to the order of BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11 1/2% per cent per annum in instalments as follows: Five Thousand Nine Hundred Seventy and 35/100ths (\$5,970.35)

Dollars on the 5th day of February 19 90 and Five Thousand Nine Hundred Seventy and 35/100ths (\$5,970.35)

Dollars on the 5th day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 5th day of January, 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 instalment unless paid when due shall bear interest at the rate of 11 1/2% per cent per annum, and all of said principal and interest being made payable at such banking office or trust company, 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 Parkway Bank and Trust Company, 4800 N. Harlem Avenue, Harwood Heights, Illinois 60656.

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: Unit Numbers 101, 104, 204, 301, and 302 in the Edison Park Manor Condominium, as delineated on a survey of the following described real estate: Lot 7 in Swerth's resubdivision of part of Lots 4 and 5 in the subdivision of that part of the East 1/2 of the South East 1/4 of Section 36, Township 41 North, Range 10 East of the Third Principal Meridian, lying North of Railroad, which survey is attached as exhibit A to the declaration of condominium recorded as document number 90294395, and amended by document number 90294395 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PARCEL 2: The exclusive right to the use of P1 and S1, P10 and S10, P8 and S9, P4 and S4, and P5 and S5, limited common elements as delineated on the survey attached to the declaration aforesaid recorded as document 90294395 and amended by document number 90294395.

Grantor also hereby grants to the Grantee, its successors and assigns, all rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

PBX 00-36-619-098-0000 6482 N. Northwest Highway, Chicago, IL 60631

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THE ENTIRE PRINCIPAL OBLIGATION MAKE PAYMENT WILLING TO LEND GREATER THAN THE DEBT IS EXTENDED FROM TIME TO TIME...

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, inlaid beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of the premises by First Party 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

- 1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep and maintain in good condition and repair, without waste, and free from mechanical or other liens or claims not hereof, subordinate to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon receipt of other satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations on said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay on full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now

DELIVERY INSTRUCTIONS NAME STREET CITY HARWOOD HEIGHTS, IL 60656

Units 101, 104, 204, 301, 302 6482 N. Northwest Highway Chicago, Illinois 60631

\$17.00

THIS INSTRUMENT PREPARED BY ARMELLA A. DAN... 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

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hereafter situated on said premises... the insurance companies of moneys sufficient either to pay the first of the principal or interest...

2. 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...

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in and to foreclose the lien hereof, there 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 note for attorneys' fees, trustee's fees, appraiser's fees, costs 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 foreclosure all such abstracts of title, title searches and examinations, guaranty policies, Totten certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any title which may be had pursuant to such decree the true condition of the title so on the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of such trust deed or any indebtedness hereby secured; or the 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.

5. 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 incurred to be foreclosed 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 to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the debtor or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be sold or 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 said premises during the pendency 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 First Party, its successors or assigns, 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 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: (1) the indebtedness secured hereby, or by any device hereunder this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such device, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency; (3) Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

7. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute 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 its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the lien thereon 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 note 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 note herein described any note which bears a certificate of authentication purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original Trustee and it has never executed a certificate or any instrument identical same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

9. Trustee may renounce by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the renunciation, inability or refusal of any of Trustee, or the then Recorder of Deeds of the county in which the premises are situated shall be successive in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with the accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

At maturity, you must repay the entire principal balance of the loan and interest then due. This loan matures and is payable in full at the end of ONE (1) YEAR. The bank is under no obligation to refinance the loan at at maturity. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan.

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

This rider attached Trust Deed dated 12-6-90 between Parkway Bank & Trust Company as Trustee under Trust No. 8941 dated 7-19-88 and Parkway Bank and Trust Company expressly is a made a part hereof.

WAIVER OF REDEMPTION FROM FORECLOSURE 90612627 IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDS TO FORECLOSE THIS MORTGAGE, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY LAW FOR ANY PROCEEDING FROM ANY FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS MORTGAGE; AND MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND FOR ALL IT MAY LEGALLY BIND, AGREES THAT WHEN ANY JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE SHALL BE ENTERED, ANY AUTHORIZED PERSON MAY IMMEDIATELY EXECUTE AND DELIVER TO THE PURCHASER AT A SALE, A DEED CONVEYING THE PREMISES, SHOWING THE AMOUNT PAID THEREFOR, AND IF PURCHASED BY A PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR. FURTHER, THAT THE SALE BE HELD WITHOUT WAITING FOR A REDEMPTION TO TAKE PLACE, BECAUSE REDEMPTION IS WAIVED.

ONE of the power t it possesses full there as creating that may become a mortgage, pressly, persons and said my indebtedness in manner herein

se proceeds to be y and year first

EST OFFICER [Signature]

Trust Officer : Officer [Signature]

[Signature] Notary Public

as been identified

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

Parkway Bank and Trust Company herewith under identification No. 3849 [Signature] Trustee

Rider attached hereto and made

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Spillages and releases of hazardous substances, products, steam, release, discharge or disposal of oil, under or about the Premises or transfer of or from the Premises any hazardous substance (as defined hereinafter) or allow any other person or entity to do so.

(12) Keep and maintain the premises in compliance with, and shall not cause or permit the premises to be in violation of any Environmental law (as defined hereinafter) allow any other person or entity to do so.

(13) Give prompt written notice to Mortgagee of:

(a) any proceeding or inquiry by a governmental authority whether Federal, State, or Local, with respect to the presence of any hazardous substance on the Premises or the migration thereof from or to other property;

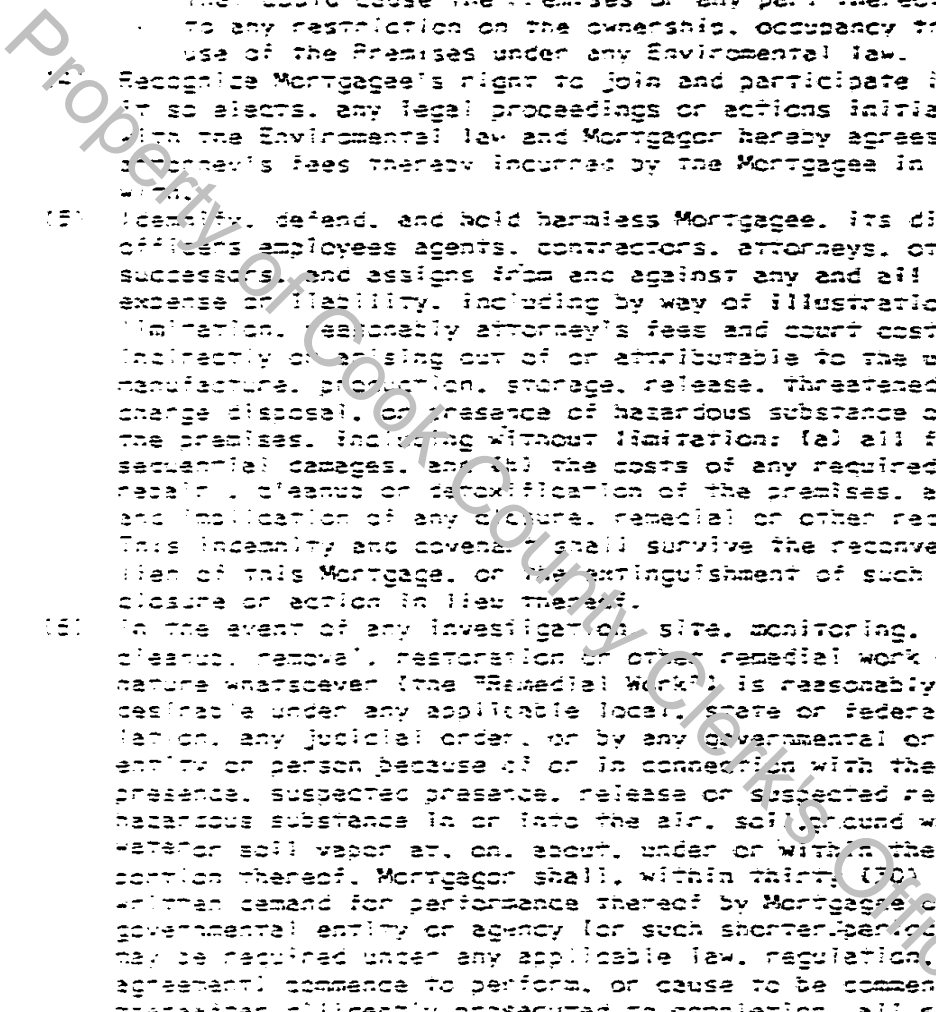
(b) all claims made or threatened by any third party against Mortgagor or any entity affiliated with it or the Premises relating to any loss or injury resulting from any hazardous substance; and

(c) the discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental law.

(14) Recognize Mortgagee's right to join and participate in as a party if it so elects, any legal proceedings or actions initiated in connection with the Environmental law and Mortgagor hereby agrees to pay any attorney's fees thereby incurred by the Mortgagee in connection therewith.

(15) Identify, defend, and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors, and assigns from and against any and all loss, damage, cost, expense or liability, including by way of illustration and not limitation, reasonably attorney's fees and court costs, directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of hazardous substance on, under or about the premises, including without limitation: (a) all foreseeable consequential damages, and (b) the costs of any required or necessary repair, cleanup or detoxification of the premises, and the preparation and implementation of any closure, remedial or other required plans. This indemnity and covenant shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof.

(16) In the event of any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of or in connection with the current or future presence, suspected presence, release or suspected release of a hazardous substance in or into the air, soil, ground water, surface water or vapor at, on, about, under or within the Premises, or any portion thereof, Mortgagor shall, within thirty (30) days after written demand for performance thereof by Mortgagee or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order or agreement) commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Mortgagee, and under the supervision of a consulting engineer approved in advance in writing by Mortgagee. All costs and expenses of such Remedial Work shall be paid by the Mortgagor, including, without limitation, the charges of such contractor and the consulting engineer, and Mortgagee's reasonable attorney's fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event that Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all cost and expenses thereof incurred in connection therewith shall become part of the indebtedness secured thereby.



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(7) Without Mortgagee's prior written consent, Lender shall not be unreasonably withheld, Mortgagee shall not take any remedial action in response to the presence of any hazardous substance on, under, or about the Premises, nor enter into any settlement, agreement, consent decree, or other compromise in respect to any hazardous substance claims. Said consent may be withheld, without limitation, if Mortgagee in its reasonable judgement, determines that said remedial action, settlement consent, or compromise might impair the value of Mortgagee's security hereunder and the Loan Documents, specified in the agreement; provided, however that Mortgagee's prior consent shall not be necessary in the event that the presence of hazardous substances in, on, under, or about the Premises, either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Mortgagee's consent before taking such action, provided that in such event Mortgagee shall notify Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction; or (b) Mortgagee establishes to the reasonable satisfaction of the Mortgagee that there is no reasonable alternative to such remedial action that would result in materially less impairment of Mortgagee's security under this Mortgage, the Agreement and the Loan documents specified therein.

For the purpose of this Paragraph, the following terms shall have the meaning as set forth below:

- (a) "Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") 42, U.S.C. Section 6901 et seq.
- (b) The term "Hazardous Substance" shall include without limitation:
 - (i) Those substances included within the definitions of any one or more of the terms "hazardous substances", "hazardous material", "toxic substances" and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq and in the regulations promulgated pursuant to said laws or under applicable state law;
 - (ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (49 CFR, Part 302 and amendments thereto);
 - (iii) Such other substances, materials and wastes which are or become regulated under applicable local, state, or federal laws, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and
 - (iv) Any material, waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "Hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1321k et seq (33 U.S.C. Section 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317) (E) flammable explosives; or (F) radioactive materials.

Provide Mortgagee, within fourteen (14) days after Mortgagee's written request therefor with (i) a written history of the use of the Premises, including in particular, but not in limitation any past military, industrial, or landfill use of the Premises, and specifically indicating in such response the presence, if any of underground storage tanks (ii) if such underground storage tanks do exist, evidence of maintenance and repair thereof, copies of any and all clean-up or removal orders issued by any federal, state, or local governmental agency, and, if needed in Mortgagee's judgment, evidence of removal of such underground storage tanks and (iii) written indications from the regional office of the federal Environmental Protection Agency, and any state Environmental Protection Agency whether the Premises have been used for the purpose of oil, hazardous waste, any toxic substance, or any Hazardous substance.

The Trustee in executing the document specifically EXCLUDES HAZARDOUS WASTE RISKER, PAGES 1. & 2, in its entirety, of this document as though it did not exist thereon relative to the Trustee's execution hereof and SPECIFICALLY EXCLUDES all references to any environmental condition of the premises under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for on behalf of the Trustee

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