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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made January 10 1992, between GEORGE DANTONA and MADELYN DANTONA

his wife

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the ~~Participating Promissory~~ <sup>Installment</sup> Notes hereinafter described, said legal holder or holders being herein referred to as Holders of The Notes, in the Total Principal Sum of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00) evidenced by two (2) Instalment Notes of the Mortgagors of even date herewith made payable to the order of Vincent A. Battista & Associates, Ltd. Employees Profit Sharing Plan & Trust (as to note 1) and Vincent A. Battista & Associates, Ltd. Employees Pension Plan & Trust (as to note 2) and delivered, said principal notes being in the amounts and maturing as follows: (1) Instalment note in the amount of \$140,000.00 payable with interest at the rate of 9.25% per annum in equal monthly installments of principal and interest of \$1,151.75 per month on the first day of each month beginning February 1, 1992, with a final payment of all principal and interest not previously paid due on January 1, 1997; and (2) Instalment note in the amount of \$70,000.00 payable with interest at the rate of 9.25% per annum in equal monthly installments of principal and interest of \$575.87 per month on the first day of each month beginning February 1, 1992, with a final payment of all principal and interest not previously paid due on January 1, 1997.

interest bearing interest after maturity at the rate of \_\_\_\_\_ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 office of Vincent A. Battista & Associates, Ltd., 4000 Industrial Ave., Rolling Meadows, IL 60008

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

THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 1 IN BLOCK 3 IN ARTHUR T. MCINTOSH AND GO'S CHICAGO AVE. FARMS; A SUB IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1926 AS DOCUMENT 92613309, IN COOK COUNTY, ILLINOIS

Commonly known as 270 N. Middleton, Palatine, IL. PIN 02-16-403-017-0000

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and to secure the uses and trusts herein set forth, and for the equal security of said principal notes hereinafove 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 of the negotiation thereof or otherwise, and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

George Dantona [SEAL] Madelyn Dantona [SEAL]

STATE OF ILLINOIS, I, Matthew A. Flamm, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook GEORGE DANTONA and MADELYN DANTONA

who are personally known to me to be the same person as those whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 11th day of January, A.D. 1992.

Notarial Seal



Notary Public

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors 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 holders of the note, (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.
2. Mortgagors 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 holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors 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.
4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 title or claim thereof, or 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 mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity 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 Mortgagors.
5. 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, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or of any of them, and without notice to Mortgagors, 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 Mortgagors herein contained.
7. 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, 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 notes, or of any of them, for attorneys' fees, Trustee's fees, appraiser's 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, guarantee policies, Torrens certificates, and similar data and arrangements 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 in 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 prematurity rate set forth therein, when paid or incurred by Trustee or holders of the notes 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.
8. 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 to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. 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 of Mortgagors at the time of application for such receiver and without regard to the then 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 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 Mortgagors, 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 by 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.
10. 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.
11. 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.
12. 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 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 indemnities satisfactory to it before exercising any power herein given.
13. 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 by the persons herein designated as the makers 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 by the persons herein designated as maker thereof.
14. Trustee may resign 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 resignation, inability or refusal to act of Trustee, the then Recorder 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.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
16. 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.

### 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. **768006**

**CHICAGO TITLE AND TRUST COMPANY,**

Trustee

BY *[Signature]*

Assistant Secretary  
Assistant Vice-President

MAIL TO: *REC'D BY*

Henry W. Kenoe  
180 N. LaSalle St. (#1515)  
Chicago, IL 60601

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

270 N. Middleton, Palatin, IL  
60067

PLACE IN RECORDER'S OFFICE BOX NUMBER **BOX 3335**

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RIDER ATTACHED TO AND FULLY INCORPORATED AS PART OF  
TRUST DEED DATED JANUARY 10, 1992  
BETWEEN  
GEORGE DANTONA AND MADELYN DANTONA, AS MORTGAGORS,  
AND  
CHICAGO TITLE & TRUST COMPANY, A ILLINOIS CORPORATION  
NOT PERSONALLY, BUT AS TRUSTEE  
UNDER A TRUST DEED DATED JANUARY 10, 1992.

In addition to the terms, conditions and provisions appearing in the printed form to which this Rider is attached and made a part thereof, the parties hereto further and additionally agree as follows:

1. ADDITIONAL SECURITY.

As additional security for the payment of the Notes secured by this Trust Deed (and the provisions of this Rider) and for the faithful performance of all of the terms and conditions contained in this instrument, Mortgagor has:

(a) Executed and delivered to the holders of the Notes secured by this instrument, an Assignment of Leases assigning to CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee of said Trust Deed, all of its rights, title and interest as Lessor in and to any existing leases and in and to any leases hereafter negotiated and executed affecting the demised premises.

(b) Executed and delivered to CHICAGO TITLE & TRUST COMPANY, an Illinois corporation, as Trustee of said Trust Deed, an Assignment of Rents assigning all of its rights, title and interest in and to all rents and other charges accruing and to accrue from the operation of the demised premises.

(c) Placed, purchased, paid for and shall for the term of this Trust Deed, place, purchase, pay for and maintain, fire, extended coverage insurance for the full insurable value of the mortgaged premises, together with public hazard and liability, property damage, boiler insurance, flood insurance, as required and available, rent loss insurance to cover principal, interest and taxes for not less than twelve months, and other insurance coverage required by the terms of any lease assigned under either of the instruments described in subparagraphs (b) and (c) of Paragraph 1 preceding. These requirements shall be in addition to the obligations expressed in Paragraph 3 of the Trust Deed, and to this extent, the said provisions are hereby modified and extended. All original policies of insurance, whether required under Paragraph 3 of the Trust Deed or of the extended provisions of this subparagraph (d), shall be deposited with the holder or holders of the Notes secured by this Trust Deed.

(d) All policies of insurance shall have loss payable clauses directing payment of all loss proceeds exclusively to the Mortgagor, and shall be written by companies acceptable to Mortgagor or holders of the Notes secured hereby.

2. FIRE OR CASUALTY.

In the event the improvements on the premises described herein, or any part thereof, are damaged by fire or other casualty, the Mortgagor shall immediately

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notify the holder of the Notes secured hereby, in writing. Any insurance proceeds receivable under any policy are hereby assigned to the holder of the Notes secured hereby and shall be applied to the repair and restoration of the premises in the event the damage, in the reasonable discretion of the holder of the Notes, is incidental or partial, provided that the Mortgagor is not otherwise in default under the terms of this Trust Deed and the other security documents, and provided further that Mortgagee's reasonable requirements relating to the disbursement of the funds are complied with. Any unused insurance proceeds shall be applied in reduction of the loan balance. In the event the damage is substantial or in the opinion of the holder of the Notes, materially affects the function of the property, the holder of the Notes may, at its election, apply any insurance proceeds in reduction of the principal balance of the Notes remaining due and unpaid.

**3. OBLIGATIONS OF PARTIES IN POSSESSION.**

The Mortgagor covenants and agrees, during the term of this loan, that all of the provisions, requirements and conditions of the Trust Deed, including those contained in this Rider, relating to the operation, maintenance and control of the premises, shall be binding upon and performed by any person or persons, corporation or other entity having physical possession, operation and control of the premises. Mortgagor expressly covenants that in any lease or other arrangement with any person or persons, corporation or entity in which possession, maintenance, operation and control of the property is conferred, there will be inserted effective and enforceable provisions and undertakings requiring such person or persons, corporation or other entity fully to perform and comply with all of the terms and conditions of this Trust Deed and Rider.

**4. LITIGATION.**

If any action or proceeding be commenced to which action or proceeding the holders of the Notes or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holders of the Notes or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by Mortgagor, with interest thereon at the same rate per annum as the rate of interest payable on the Notes.

**5. ACCELERATION ON SALE OR ENCUMBRANCE.**

(a) Mortgagor acknowledges that this loan is being made by the Mortgagee and holders of the Notes evidencing the indebtedness secured by this Trust Deed, upon the condition that the Mortgagor be and remain the owner of the property and protect and preserve the security and effect the payments required to be made under the Notes secured by this Trust Deed. Should the Mortgagor sell, convey, transfer, dispose of or further encumber the property described in this Trust Deed, or any part thereof, or any interest therein, or should any portion of the beneficial interest in the land trust holding title to the property, be sold, transferred, hypothecated or in any manner disposed of, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, or of the holder and owner of the Notes secured by this Trust Deed, then the holder and owner of said Notes shall have the right, at its option, to declare all sums secured by this Trust Deed forthwith due and payable. Consent to one such transaction shall not be deemed a waiver of the right to require such consent as to future or successive transactions.

(b) Notwithstanding the foregoing, the Mortgagor may, with the prior written consent and approval of the holder of the Notes secured by this Trust Deed, cause the property to be sold subject to the mortgage secured by this trust Deed. The Mortgagee's consent may be conditioned upon the creditworthiness, character and reputation of the prospective purchaser, the terms of sale, the adjustment of the interest rate of the obligation secured by this Trust Deed as the holder of the Notes may determine, and the payment of a fee of one percent (1%) of the then principal balance. The consent of the holder of the Notes to one such transaction shall not be deemed to be a waiver of the right to require the consent of the holder of the Notes secured by this Trust Deed to future or successive transactions.

(c) In the event the Mortgagor conveys, transfers or further encumbers or effects any disposition of the real property described in this Trust Deed or any part thereof, of any interest therein, or agrees to do so without the express prior written consent of the holder of the Notes secured by this Trust Deed, then the holder of the Notes shall have the right, at its option and election, to declare the entire balance of unpaid principal with accrued and unpaid interest, due and payable.

**6. PREPAYMENT RIGHTS.**

The loan secured by this Trust Deed shall be subject to payment without penalty at any time. The payment should be made upon any interest payment date and upon thirty (30) days' prior written notice to the holders of the Notes secured by this Trust Deed.

**7. CONDEMNATION AWARD.**

Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards, to the total amount of the indebtedness secured by this Trust Deed, are hereby transferred and assigned to the holder of the Notes) shall be paid to the holder of the Notes, and the proceeds or any part thereof, may be applied by the holder of the Notes, after payment of all of its expenses, including costs and attorneys' fees, to the repair, restoration and rehabilitation of the mortgage premises, and the holder of the Notes is hereby authorized, on behalf and in the name of the Mortgagor, to execute and deliver valid acquittances and to appeal from any such award. Any overplus, after the payment of the cost of repair, rehabilitation and restoration shall be applied by the holder of the Notes to the reduction of the indebtedness hereby secured. In the event of a total taking of the property, the award may be applied in payment of the indebtedness secured by this Trust Deed.

**8. DEFAULT PROVISIONS.**

The rights and remedies conferred in this Trust Deed and in this Rider upon the Trustee and upon the holders of the Notes secured thereby, shall be subject to immediate exercise in the event of the occurrence of any default in the payment of money as required by this Trust Deed, this Rider and the Notes secured thereby, including, expressly, without limitation, the payments required to be made as tax deposits under the provisions of Paragraph 18 of this Rider. The rights and remedies conferred by this Trust Deed and Rider upon the Trustee and the holder of the Notes secured thereby with respect to any default which cannot be cured by the payment of money, shall not be exercised until notice of such default shall have been served upon the Mortgagor and demand made to cure and remedy such default. Such notice

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may be served by Certified Mail and a U.S. Post office Receipt for such Certified Mail shall be evidence of the effective service of such notice. If the defaults specified in the notice have not been cured and remedied, or if the Mortgagor shall not have demonstrated that it has commenced and is diligently pursuing the remedy of the defaults, within thirty (30) days of the date of the notice, then the rights and remedies conferred hereby upon the Trustee and the holder of the Notes may be fully pursued and exercised.

It shall be an immediate event of default hereunder if, without the prior written consent of the holder of the Notes, (which consent will not be unreasonably withheld), any of the following occurs:

(a) Any leases entered into without the written approval of the Notesholder first had and obtained. All leases, both existing and negotiated in the future, as well as any modifications thereof, shall be subject to the express written prior approval of the holder of the Notes;

(b) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises, or any part thereof, or any interest therein, excepting only sales or other disposition of obsolete collateral no longer useful in connection with the operation of the premises; provided, that prior to the date of disposition thereof, such obsolete collateral has been replaced by collateral, subject to the first and prior lien hereof, of at least equal value and utility. The conduct herein prohibited may be undertaken by the Mortgagor provided written consent of the Trustee or holder of the Notes is first obtained, which consent shall not be unreasonably withheld. Such consent, if given, shall not constitute a waiver of this provision, and it shall remain in effect with respect to future or successive transactions;

(c) Bankruptcy or insolvency of either of the Mortgagors, the filing of any petition for bankruptcy, or any arrangement under any present or future law, the appointment of a receiver (either voluntary or involuntary) or the levy of any judgment or creditor process against the mortgaged premises or any part thereof. Any delay in the exercise of the Mortgagee's right to accelerate payment of the indebtedness secured hereby or to institute foreclosure or other proceeding shall not be deemed a waiver of such right, which action may thereafter be taken notwithstanding such delay; or

(d) The occurrence of any event herein set forth shall forthwith entitle the Mortgagee and the holder of the Notes to accelerate payment of the Notes, together with all accruals thereunder, all of which shall become immediately due and payable, to institute foreclosure under this Trust Deed, and to pursue all other remedies provided in this Trust Deed and, in all other security instruments given to the secure payment of the Notes and performance of this Trust Deed.

## **9. GENERAL PROVISIONS.**

Mortgagor covenants and agrees as follows:

(a) In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois, deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the taxation of trust deeds for state or local purposes or the manner of collection of such tax so as to make it

obligatory upon the holder of the Notes secured hereby to pay such tax, or if any such tax is imposed upon any existing law, then Mortgagor covenants and agrees on demand of the holder of the Notes secured hereby, to pay a sum equal to such tax to said holder.

(b) To furnish to the holders and owners of the Notes secured by this instrument and their assignees and such other persons as at any time may come to have an interest in the said Notes, at such times as may be requested, an estoppel certificate stating the amount then unpaid on the indebtedness secured by this instrument, and the date to which interest is paid. Such estoppel certificate shall further state that Mortgagor has no defenses or setoffs with respect to the obligation secured by this instrument.

(c) Mortgagor expressly covenants and agrees that any charges accruing to it for Trustee's fees or advances shall be expressly subject and subordinate to the lien conferred by this Trust Deed as security for the loan described herein.

(d) The holder of the Notes secured by this Trust Deed may, without any notice whatsoever to anyone, sell, assign, or transfer all of the indebtedness, obligations and liabilities evidenced by the Notes secured by this Trust Deed or any part thereof, or grant participations therein, and in that event, each and every immediate and successor assignee, transferee or holder of or participant in all or part of the said indebtedness, obligations and liabilities, shall have the right to enforce this Trust Deed and all other instruments securing the said Notes, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were by name herein specifically given such right, powers and benefits.

(e) Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. The term "Trust Deed" as used in this Rider shall be deemed to include mortgages, deeds of trust and other similar instruments.

(f) This Trust Deed (and the provisions of this Rider) may not be changed or terminated orally.

(g) Any inconsistencies between the provisions contained in this Rider and the printed form to which it is attached, shall be resolved in favor of the provisions of this Rider.

(h) Time is of the essence of this Trust Deed and applicable to all provisions herein.

**10. RELEASE FEE.**

Mortgagor covenants and agrees to pay the charge or release fee imposed by the Trustee for the execution and delivery of a deed of release releasing this Trust Deed.

**11. SEVERABILITY.**

The determination, judicial or otherwise, that any paragraph of this Trust Deed is illegal or unenforceable shall not affect the rights of the Mortgagee under the remaining provisions of this Trust Deed. It is the intention of the parties hereto that each provision of this Trust Deed shall be severable and shall be considered as a separate provision with respect to the enforcement of the rights of the Mortgagee. The unenforceability of any provision or provisions of this Trust Deed shall relate



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only to the rights or remedies referred to and described in such provision or provisions only.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the 12<sup>th</sup> day of January, 1992.

  
\_\_\_\_\_  
GEORGE DANTONA

  
\_\_\_\_\_  
MADELYN DANTONA

Property of Cook County Clerk's Office


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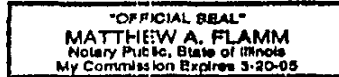
769065

STATE OF ILLINOIS        )  
                                  )     SS:  
COUNTY OF COOK         )

I, MATTHEW A. FLAMM, a Notary Public in and for and residing in said county, in the State aforesaid, do hereby certify that GEORGE DANTONA AND MADELYN DANTONA who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

<sup>10.25</sup>  
GIVEN under my hand and Notarial Seal, this ~~31~~ day of January, 1992.

  
Matthew A. Flamm, Notary Public



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