TRUST DEED

Space above for Recorder's Use Only

THIS INDENTURE, made June 30, 1993 between EDGEWOOD BANK of COUNTRYSIDE, ILLINOIS, an Illinois banking exporation (the "Bank"), not personally but as Trustee (hereafter also referred to as the "FIRST PARTY") under the provisions of a deed or deeds in trust duly recorded or registered and delivered to said Bank in pursuance of a Trust Agreement dated June 23, 1993 and known as Trust Number 490 (the "Trust Agreement"), and Edgewood Bank (herein referred to as "TRUSTEE"), witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment Note (the "Note") bearing even date herewith in the Principal Sum of FIVE HUNDRED FIFTY THOUSAND Dollars, 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 together with interest thereon as provided in said Note, until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on December 30, 1993; provided that the principal of each installment unless paid when due shall bear interest at the rate of PRIME plus THREE PERCENT (3.00%) per cent per annum, and all of said principal and interest being made payable as provided in said Note,

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and l'invotions of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whoreof is acknowledged, does by these presents grant, remise, release, alien and convey to the Trustee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois:

PARCEL 1:

LOT 1 AND 2 OF HANSEN'S "SESUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 24,639,676 AND CORRECTED BY DOCUMENT NUMBER 24,694,676, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE RENEFT! OF PARCEL I AND OTHER PROPERTY AS SET FORTH IN GRANT OF EASEMENTS RECORDED JANUARY 3.1.9% AS DOCUMENT 26,915,649 OVER AND ALONG THE EASTERLY 390.52 FEET OF THE STRIP OF LAND MARKED "PRIVATE ROAD" AS SHOWN ON PLAT OF HANSEN'S RESUBDIVISION OF LOT LIN EINODER'S SOUTHWEST HIGHWAY SUBDITISION RECORDED AS DOCUMENT 25,852,129 AND AS SHOWN ON PLAT OF EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, RECORDED SEPTEMBER 22, 1978 AS DOCUMENT 24,639,676, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIMA, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 11730 SOUTHWEST HIGHWAY, PALOS HIBORY'S, ILLINOIS 60463
P.I.N.: 23-24-300-110 (AFFECTS LOT 1) COOK COUNTY OF CORD

23-24-300-111 (AFFECTS LOT 2)

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which, with the property hereinafter described is referred to merein 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 First Party, its successors or assigns 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 herea, ter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ar a writistion, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stover 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 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: (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 the 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;

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Exoneration Provisions Restricting Any Liability of EDGEWOOD BANK Affixed Hereto Expressly Made A Part Hereof

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(c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and shall pay special taxes, special sascesments, water charges, newer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts, therefor, (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note and in case of insurance about to expire, shall delivery renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the Note may, but need not, make any payment or perform any set hereinbefore set forth 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? Ices, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premies and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein nuthorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interes; the reon at a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, otherwise the prematurity rate set to in herein. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any or ne provisions of this paragraph.

- 2. The Trustee or the holders of the Note hereby accured making any payments hereby authorized relating to taxes or acsessments, 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.
- 3. At the option of the holders of the late, 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 fallure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph 1, hereof and such default shall continue for three days, said option to be exercised at any tine after the expiration of said three day period.
- A. When the indebtedness hereby secured shall become due vinether by acceleration or otherwise, holders of the Note 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 or pold or incurred by or on behalf of Trustee or the holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for the contract yand expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after antry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 prosecule 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 horizon, and immediately due and phyable, with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this frust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the Note 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 due, dant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for he foreclose whether or not actually commenced; or (c) preparations for the defense of any intreatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 5. First Party represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the premises and will cause each tenant to occupy its demised portion of the premises in compliance with, all federal, state and local laws, rules, regulations and ordinance regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or taxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). First Party further covenants and agrees that it shall not install or permit to be installed in the premises asbestos or any substance containing asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. First Party shall remove from the premises and dispose of any such hazardous or toxic substances or other material in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinance and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulations and ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between First Party, the holder or holders of the Note and/or any third party with respect to hazardous or toxic materials. First Party shall send to Trustee within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. First Party agrees to indemnify, defend with counsel reasonably acceptable to the Trustee and the holder or holders

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of the Note harmiess against any claim, response or other costs, damages, liability or demand (including, without fimitation, reasonable attorneys' fees and costs incurred by the Trustee and/or the holder or holders of the Note) arising out of any claimed violation by Party of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the indebtedness represented by the Note.

- 6. 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 craits 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 Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to first Party, its legal representatives or assigns, as their rights may appear.
- 7. 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 at the time of application for such receiver, of the person 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 then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, would be entitled to collect such rents, issues and profits, and all other powers which in your necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or raid 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 to or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in the office and deficiency. The undersigned, in addition to all waivers herein contained does hereby waive the homestead exemption grant 2 to the undersigned under the provisions of Section 522 (d) (1) of the Federal Bankruptcy Code as amended from time to time, and any other provision under Federal or State law, to the extent so permitted.
- 8. Trustee or the holder of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 9. Trustee has no duty to examine the "ile, location, existence, or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories of the Note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or mis onduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given
- 10. 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 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 nerein described any Note which bears a certificate of identification 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 by the persons herein designated as the make is the real and where the release is requested of the original trustee and it has never placed its identification number on 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 by the persons herein designated as makers thereof.
- 11. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Ti les 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 Poeds 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.
 - 12. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.
- 13. This Trust Deed and all provisions hereof shall extend to and be binding upon First Party and all persons claiming under or through First Party, whether or not such persons shall have executed the Note or this Trust Deed.
- 14. First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of First Party, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.
- 15. Refore releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

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