93859297

TRUST DEED

THIS INDENTURE, made this 8th day of September, 1993, between RONALD A. DEFRIES, a widower, herein referred to as "First Party," and FIRST NATIONAL BANK OF CHICAGO, a National Banking Corporation, herein referred to as Trustee, witnesseth:

WHEREAS POLARIS FREIGHTSYSTEMS, INC., ("Borrower") has concurrently herewith executed two (2) Promissory Notes bearing even date herewith made payable to THE ORDER OF FIRST NATIONAL BANK OF CHICAGO and delivered, in and by which Notes the Borrower promises to pay, the total principal sum of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS, according to the terms of said Notes.

NOW, THEREFORE, First Party to secure the obligations contained in said Notes including, but not limited to, the payment of the principal sum of money 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 situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS:

LOT 27 IN PINEHURST CF FLOSSMOOR, BEING A SUBDIVISION OF THE NORTH 337.33 FEET OF THE SOUTHEAST 1/4 OF SECTION 7, LYING EASTERLY OF DIXIE HIGHWAY AND THE EAST 984.13 FEET OF THE SOUTH 177.05 FEET OF THE NORTH 514.38 FEET OF THE SOUTHEAST 1/4 OF SECTION 7, LYING EASTERLY OF DIXIE HIGHWAY, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, LLUMOIS RECORDING

LLUNOIS RECORDING \$31.50 . T+6666 TRAH 3682 10/26/93 11:16:00 . 40910 + *-93-859297

which property is commonly known as 1722 Pinehurst Lase., Flossmoor, Illinois and has a Property Index Number of 32-07-410-015, which, with the property her cinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, 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 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 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 trust herein set forth.



RETURN TO: LEXIS Document Services 135 South LaSalle, Suite 1162 Chicago, 11 60603

Real Estate Record's Cook Co. IL

1057312-1

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- Until the indebtedness aforesaid shall be fully paid, and in ease of the failure of First 1. 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 damages or 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 notes: (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) 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 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 of the holders of the note duplicate receipts therefor; (h) pay in full under protest. in the manner provided or 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, lighting 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 note, under insurance policies payable, in case of loss of 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver 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 act 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' fees, and any other moneys advanced by Trustee orr the holders of the note 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 be come immediately due and payable without notice and with interest thereon at a rate equivalent to the post majority rate set forth in the note securing this trust deed, if any, otherwise the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a wavier of any right accruing to them on account of any of the provisions of this paragraph.
- 2. 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.

- 3. At the option of the holders of the notes and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the 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 installment of principal or interest on the notes, (b) any other default in the terms of the notes or related documents; (c) 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.
- 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 any suite to forcelose 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 attorney's fees, Trustee fees, appraiser's fees, outlays for documentary apti expert evidence, stenographers' charges, publication costs and cost (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 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 bidders at any ale 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 post maturity race set forth in the note securing this trust deed, if any, otherwise at the highest lawful rate per annum, 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, da mant 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.
- 5. The proceeds of any foreclosure sale of the premises sizell 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 note with interest thereon as herein provided; coird, 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.
- 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 ale, without notice, without regard to the solvency or insolvency 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. Such receiver shall have power to collect the rents, issues and profits off said premiss 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 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 as 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; and/or (b) the deficiency in a case of a sale and deficiency.

- 7. 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.
- 8. Trustee has not duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed. Trustee shall not be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof. Trustee shall not 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. Trustee may require indemnities satisfactory to it before exercising any power herein given.
- presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid. 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 an identification number purporting to be placed thereon 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 makers thereof. 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 purports to be executed by the persons herein designated as makers thereof.
- 10. 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 b Successor 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.
- 11. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.



- Before releasing this trust deed, Trustee or successor shall receive for its services a 12. 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.
 - The Notes provide for a late payment penalty. 13.
- First Party agrees that, in order more fully to protect the security of this trust deed, 14. first party will deposit with the holder of the note, on the first day of each month, beginning with first installment, one twelfth of the account (as estimated by the holder of the note) which will be sufficient to pay taxes, special assessment and other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. The holder of the note shall hold such monthly deposits in trust, without any allowance of interest, and shall use fund for the payment of such items when the same are due and payable. If at any time the fund so held by the holder off the note is insufficient to pay any such item when the same shall become due, the holder of the note shall advise first party of the deficiency and first party shall, within ten days after receipt of such notice, deposit with the holder of the note such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this mortgage. If at any time there be a default in any of the provisions of this mortgage, the holder of the note may at its option apply any money in the fund on any of the mortgage obligations and in such order and manner as it may elect.
- It is expressly agreed and understood that in the event of transfer of title to real estate described herein without first obtaining the written consent of the holder of the Notes secured hereby, the entire balance due on the Note shall then become due and payable in full.

Cotto IN WITNESS WHEREOF, RONALD A. DEFRIED has executed as of this Trust Deed on

the day and year first above written.

RONALD A. DEFRIES

STATE OF ILLINOIS)SS. **COUNTY OF COOK**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ronald A. DeFrics, a widower, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of _____

PREPARED BY: AFTER RECORDING, MAIL TO:

RETURN TO:

LEXIS Document Services

Y, Ltd.

135 South LaSalle, State 1162 County Clark's Office

Chicago, Il 60603

OFFICIAL SEAL Kathleen A. Hohut Notary Public, State of Illinois My Commission Expires 6/23/95