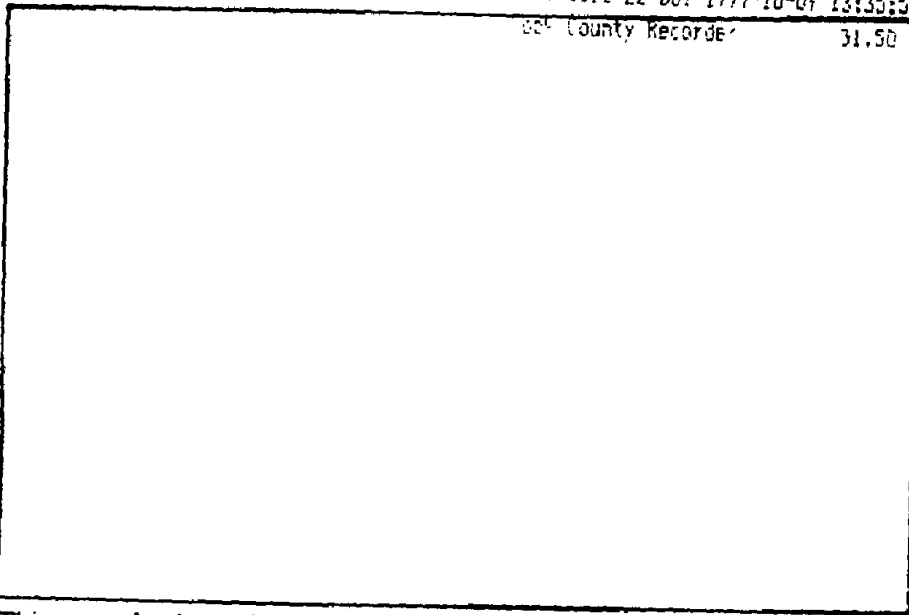




TRUST DEED

Trust Deed 12
Corporate Mortgagor Secures One
Instalment Note Interest in
Addition to Payment
USE WITH NOTE 12
Form 353 R.10/95



This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

THIS INDENTURE, made September 30 19 97 , between

SKOKIE VALLEY BEVERAGE CO.,

a corporation organized under the laws of State of Illinois,
herein referred to as "Mortgagor", and DANIEL W. PECYNA,
of Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagor are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note in the Principal Sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS, (\$1,200,000.00)

evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF (an individual)

and delivered, in and by which said Principal sum in installments as follows: \$100,000.00 Dollars or more on the 1st day of October 19 98 and \$100,000.00 Dollars or more on the 1st day of October each year thereafter, and including the 1st day of October, 2004 19 , with a final payment of the balance due on the day 1st of October, 2004 19 , with interest from on the principal balance from time to time unpaid at the rate of 7 per cent per annum; provided that each installment unless paid when due shall result in liquidated damages of: payable where designated by holder of note.

1. ~~\$ PER LATE PAYMENT, or~~
2. ~~PERCENT OF THE PRINCIPAL PAYMENT, or~~
3. ~~NO LIQUIDATED DAMAGES FOR LATE PAYMENT.~~

and all of said principal and interest being made payable at such banking house or trust company in , Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of in said city.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Hawthorn Resubdivision of Lots 1 and 2 in Block 1 and that part of Lot 6 lying South of the South line of Shepard Avenue, extended West to the West line of said lot in Block 2, all in Amerline Subdivision of part of the East half of the Southwest quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois;

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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 upon the uses and trusts herein set forth.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said Corporation. Said resolutions further provide that the principal notes herein described may be executed on behalf of said corporation by its President

SKOKIE VALLEY BEVERAGE CO., an Illinois corporation,
BY: [Signature] ASSISTANT VICE PRESIDENT

ATTEST: [Signature] ASSISTANT SECRETARY
Corporate Seal



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 the 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 the 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 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or the 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 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 makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. 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. The mortgagor 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 of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

UNOFFICIAL COPY

17. 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.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE [] BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. Ane (s)

TRUSTEE

 Daniel W. Pecyna
Assistant Vice President, Assistant Secretary.
DANIEL W. PECYNA

Trust Deed 12, Corporate Mortgage Secured One Instalment Note Interest in Addition to Payment. Use with Note 12. Form 353 R.10/95

6.

Property of Cook County Clerk's Office



RECORDER'S OFFICE BOX NUMBER 333

MAIL TO: DANIEL W. PECYNA

NAME

STREET 100 W. Monroe St., #2012

CITY Chicago, IL 60603

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

199 Shepard Ave.

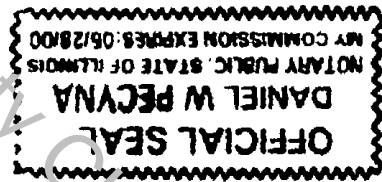
Wheeling, IL 60090

3. Mortgagees 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.

2. Mortgagees 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 Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees desire to contest.

1. Mortgagees shall (a) promptly repair, restore and 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 mechanics' 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.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:



Notarial Seal

NOTARY PUBLIC *Daniel W. Pecyna*

GIVEN under my hand and Notarial Seal this 3rd day of September, A.D. 1997

of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes herein set forth.

1. DANIEL W. PECYNA
 a Notary Public in and for the residing in said County, in
 the state aforesaid, DO HEREBY CERTIFY THAT *WILLIAM A. SCHIRMER, Assistant Vice President*
and JOHN J. GRIFFIN, Assistant Secretary
 of the SKOKIE VALLEY BEVERAGE CO. and *JOHN J. GRIFFIN*
 Assistant Secretary

STATE OF ILLINOIS
 COUNTY OF COOK
 SS

UNOFFICIAL COPY

appear

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 Mortgagees, their heirs, legal representatives or assigns, as their rights may

the security hereof, whether or not actually commenced. or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason by Trustee or holders of the notes in connection with (a) any proceeding including private and bankruptcy proceedings, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred ing this trust deed, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes secur- able, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes secur- mentioned shall become so much additional indebtedness secured hereby and immediately due and pay- of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute ions, guarantee policies, Torrens certificates, and similar data and assurances with respect to the as to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examina- expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of foreclosure the lien hereof, there shall be allowed and included as additional indebtedness in the decree for of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to

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 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 examina- ions, guarantee policies, Torrens certificates, and similar data and assurances with respect to the as Trustee or holders of the notes, or 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 pay- able, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes secur- ing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including private 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;

6. Mortgagees 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 any of them, and without notice to Mortgagees, if 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) immedi- ately 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 agree- ment of the Mortgagees herein contained.

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 appro- priate public officer without injury 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.

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 Mortgagees 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 reason- able 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 pre maturity 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 the Mortgagees.