

	THIS INDENTURE, Made	ay 24	19 91 betw	een	
	and the second s				
: i	together with its successors or assigns, as "First Pa	irty," and	ole Taylor Bank	and the second	
7	an Illinois corporation herein referred to as TRUS	TEE, witnesseth:			
1	·				
7					
7	THAT, WHEREAS First Party has concurrently he	rewith executed a	promissory note bear	ing even date herewith	
	in the Principal Sum of Four Hundred Fifteen		00/100	Dollars,	
5	made payable to BARARAR Cole Taylor B	ank	and the same of th	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Ŷ	and delivered, in and by which said Note the Fir	st Party promises	to pay out that port	ion of the trust estate	
3	. Supper to sain a management and mereniality appearably described, the said principal sain in				
4	pay ments as follows: \$ 4.99	90.00 (Tucragri	ig incerest)	Dollars	
	on the 24th day of Dollars on the		19 <u>91</u> and day of each .		
	\$ 4,960.00 (inc. ling Dollars on the thereafter, to and including the 24th	day of		19_94 , with a	
	final payment of principal and interest due on the	24th	day of	May	
/	linal payment of principal and interest due on the	May 24 1991		principal balance from	
1	19 94, together with interest icon	Ten (10.0%)	ner c	ent per annum payable	
1	Monthly commencing on the				
M	$19$ $\frac{91}{}$ , and continuing on the $\frac{24 \text{th}}{}$	day of	each Month	thereaster:	
MÍ	and if any payment of principal or interest is not p	aid when due, the	n interest thereafter of	on the unpaid principal	
	amount of said Note shall be computed at a rate	per annum four p	ercent in excess of the	ie rate set forth above,	
3 5	which rate shall continue in effect until all past	due rancipal and	d interest payments	and post-maturity rate	
1, 7	interest due as a result thereof have been paid;	and all or said pri	ncipal and interest sh	all be payable at such	
5	banking house or trust company in Wheeling		Illinois	, as the holders of the	
	A Tribilitati i Madees da ferra da an anticipio de Charles de Carlo de Carl				
, ,	Note may, from time to time in writing appoint	, and in absence	of such appointment	then at the office of	
No.	Note may, from time to time in writing appoint	, and in absence	or such appointment	then at the office of	
30	Note may, from time to time in writing appoint	, and in absence	or such appointment	then at the office of	
2010	Note may, from time to time in writing appoint  350 E Dundee Boad  "P" as used begin shall stand for the prime rate of in	terest from time to time	of such appointment. in faid City.  in effect of Cole Tayl	or Bank The Bank's	
A COLINA	Note may, from time to time in writing appoint  350 B. Dundee Boad  "P" as used herein shall stund for the prime rate of in  "prime rate" as used herein shall mean at any time the rate per ar	terest from time to time	in laid City.  in effect of Colo Tayley the Bank at being its pile.	or Bank The Bank's ne rate and used by it in com-	
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TOCETHER with all improvements, in ments casement, fixture, and appurted ances therety belonking, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors of 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, from doors and windows, floor coverings, in-a-door 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 said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trust 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, to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without warte and free from mechanic's or other liens, claims for lien, second mortgages, or the like; (3) pay when due any indebtedness, which may be secured by a lien or charge on the premises; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making materia, alterations in said premises except as required by law or municipal ordinance; (7) pay before any-penalty. attaches all general taxes, and pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now 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 deliver all policies, including additional and renewal policies, to holders of the Note, and in case of insurance about to expite, to deliver renewal policies not less than ten days prior to the respective dates of expitation; then Trustee or the holders of the Note may, but need not, or he any payment or portorm any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payer arts of principal or interest on prior encumbrances, if any, and purchase, dischange, 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 her its authorized and all expenses paid or incurred in connection therewith. including attorneys' fees, whether arising before or after the filing of a suit to fv sev'ose the lien of, and any other moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reas made compensation to Trustee for each matter concerning which action authorized may be taken, shall be so much additional indebtedness secured he eb and shall become immediately due and payable without notice and with interest thereon at a rate per annum equal to the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rate set forth therein. Inaction of the Trustee or holders of the Note shall rever be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- 2. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 3. At the option of the holders of the Note and without notice to the First Party, all unpaid indebtednes see red by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediate, in the case of default in making payment of any installment of principal or interest on the Note, or (b) in the event of the failure of First Party to comply with any of the terms and conditions set forth in any paragraph hereof or to perform any act set forth in paragraph. I hereof and such failure shall continue for three days, said option to be exercised at any time after the expiration of said three-day period.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, whether arising before or after the filing of such suit all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, 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 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 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 the post-maturity rate set forth in the Note securing this Trust Deed, if any, otherwise the pre-maturity rates set forth therein, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptey 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.
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such frems 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, as its rights may appear.

- 6. Upon, or at any title alto the ding of a bill to funcion also tust be deficiency, and in the alto the ding of a bill to funcion also tust be deficiency or insolvency at the time of such receiver. Of the person of persons if any; liable for the phymentrof 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 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 time when First Party, 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: (1) 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; (2) the deficiency in 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 permietted for that purpose.
- 8. 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.
- 9.3 Trustee, stall 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 are seeing as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee, may accept as the genuine Note nering a cribed any Note which bears a certificate of identification purporting to be executed by a prior Trustee, here under or which conforms in substance, with the description herein contained of the Note and which purports to be executed on behalf of First Party; and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instrument in wiring 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 7 rust hereunder shall have the identical title, powers and authority as are herein given Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 11. Upon request from the holders of the Note, the First Party in addition to the principal interest payment provided for therein shall deposit monthly with the holders of the Note on the dates the aforesaid payments are due, a sum equal to 1/12 of the general real estate (axes leved against the premises and or the cost-of insurance on the premises in an amount not ) so than the lien hereof, to be applied of Account of said taxes and/or said insurance when the same shall become due, using the amount of the last available tax and/or insurance bill, whatever his waste for the respective deposits. No interest shall be paid by the holders of the Note would hereby, on account of said deposits of the Note to obtain any tax and/or it so once bill, or to pay any dastand/prinshrance bill sexcept upon presentation of the current bill by the First Party, provided that the sum of the deposits their available is sufficient to cover the 680 of the same.
- 12. Notwithstanding anything here before stated, First Party hereby waives any and all rights or redemption from sale under order or decree of foreclosure of this Trust Deed on behalf of the First Party and each and every person, except deree or judgment creditors of First Party, acquiring any interest in or title to said premises subsequent to the date hereof.
- 13. Without the advanced written consent of the holders of the Note, First Party does further correct and agree that it will not transfer convey or cause to be transferred or conveyed or suffer uncinvoluntary transfer or conveyance of the premises or the beneficial interest in the trust holding title to the premises, including the transfer of possession of the premises pursuant to the sale thereof under articles of agreement for the issuance of a Warranty Deed, on otherwise, so long as the debt secured hereby subsists, and further, in the event of any or transfer by the First Party without the advanced written consent of the holders of the Note, the holders of the Note, in their sole discretion, and without notice to the First Party, may declare the whole of the debt secured hereby immediately due and payable and such transfer or conveyance multand void. The acceptance of any payment after any such transfer or conveyance shall not be construed as the consent of the holders of the Note to sare transfer, nor shall it affect the right of the holders of the Note to proceed with such action as the holders of the Note shall deem necessary.
- 14. In the event the premises, or any part thereof are taken through the exercise of the power of eminent domain, the entire award for damages to the premises shall be the sole property of the holders of the Note, and shall be used and applied in reduction of the indebtedness due under said Note, in such order as the holders of the Note shall determine in their sole discretion, and the First Party hereby assigns to the holders of the Note, all right, title and interest in and to any award made pursuant to the proceedings wherein such power of eminent domain has been exercised and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make, execute and deliver in the name of the First Party or any subsequent owner of premises, any telease or other instrument that may be required to recover any such award; and to endorse checks in the name of the Pirst Party.
- 15. In the event that the insurance proceeds are payable with respect to any claim arising out of policies that the First Party is required to maintain pursuant to subparagraph Societability hereof, the entire proceeds shall be the sole property of the holders of the Note and shall be used and applied in reduction of the holders of the Note and shall be used and applied in reduction of the holders of the Note and shall be used and applied in reduction of the holders of the Note and the First Party hereby assigns to the holders of the Note and interest in and to such proceeds, and hereby authorizes and empowers the holders of the Note to receive and give acquittance therefor; to make execute and deliver in the name of the First Party, or any subsequent owner of the premises, any release, proof of claim, or other instrument that may be required to recover the insurance proceeds; and to endorse checks in the name of the First Party. At the options of the holders of the Note and in their sole discretion, without any obligation to do so, the insurance proceeds may be used to repair, testore or rebuild any buildings or improvements now or hereafter to the premises which may be could dimaged oridestroyed. Refusal on the part of the holders of the Note to release the insufance proceeds for any such repairs, testoration or rebuilding shall not refleve the First Party of its obligations under paragraph 1 hereof.

the Note at the end of each calendar year, or ... 16. At the request of the holders of the Hote, the First Party agrees to familian the more often if requested by the holders of the Note, a report of the operations of the premises, prepared by accountants acceptable to the holders of the Note, consisting of at least a balance sheet and a statement of profit and loss. 17. Any other mortgage of the premises or other consensual lien thereon, including a collateral assignment of the beneficial interest in the trust holding title to the premises, if any, made without the prior written approval of the holders of the Note shall give the holders of the Note the

right, at any time, to declare the indebtedness secured hereby immediately due and payable.

THE TRUST DEED IS FILED FOR RECORD.

Address: 817 N. Rand Road, Arlington Heights, By: Hayes President  Janardan Engreji, President  By: Treewer Rimmer Assist	r Sec.
IL Janarda Engreji, President	r sec.
Address:By:	r sec
Address: TERENCE DIMMER ASSIS	r sec
STATE OF ILLINOIS COUNTY OF COOK	
1. TERRANCE AIMMER a Notary Public in and for the County and State aforesaid, to	do hereby
certify that ANARDAN FOREST and	
respectively subscribed to the foregoing instrument, apprared before me this day in person and acknowledged to me that they, being there	
authorized, signed and delivered said instrument as their own ire: and voluntary act and as the free and voluntary act of said corporation, fo	ir the uses
and purposes therein set forth.	
GIVEN under my hand and notatial seal this	
**Terrence H. Zirmer  Notary Public, State of Illinois  My Countesion Expires 5/2/16	
Mr. Commission Company	
My Commission Expires:	
State of Illinois, County of DuPage	
I, Jane Cox, a Notary Public in and for the County and State aforesaid, do hereby certify that Terrence Zimmer, Assist. Sec., subscribed to the foregoing instrume appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument as his own free and voluntary a and as the free and voluntary act of said corporation for the uses and purposes set for the county and and notari and another my hand and notari this 24th/day of May, 1991.	ct therein rth.
350 E. Dundee Road this 24th/day of May, 1991. Wheeling, IL 60090	
Notary Public	<del></del>
***************************************	
"OFFICIAL SEAL"  Jane Cox  Notary Public, State of Illinois  My Commission Expires 12/20/94	
IMPORTANT  FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD.  BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE  THE Installment Note mentioned in the within Trust Deed had identified herewith under identification No.	ss been

#### Schedule A

Parcel 1:

The east 223.37 feet (except the north 430.0 feet) of that part lying east and north of Rand Road of the west half of the northeast quarter of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2:

(no east 223.37 feet (except that part lying south of the North 430.0 feet thereof) and (except the North 415.0 feet thereof) of that part lying east and north of Rand Road of the west half of the partheast quarter of Section 28, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 03-28-201-007-0000 - Parcel 1
PIN # 03-28-201-007-0000 - Parcel 2
Address: 817 N. Fand Road, Arlington Heights, IL

396763

3967636

Property of Cook County Clerk's Office

#### RIDER TO TRUST DEED OR MORTGAGE

This is a Rider to a Trust Deed or Mortgage dated May 24

19 91 (the "Trust Deed") executed by Enshapet, Inc. as First Party, Borrower or Mortgagor (the "First Party") in favor of Cole Taylor Bank as Trustee, Lender or Mortgagee (the "Trustee"). All terms and provisions of this rider shall have the same force and effect as if same were stated in the Trust Deed. If First Party is a land trust, all warranties, representations, covenants and agreements contained herein and made by First Party shall also apply and refer to any beneficiary of First Party.

- 1. First Party warrants and represents to Trustee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any real estate which is the subject of the Trust Deed (the "Premiser") or, to the best knowledge of First Party, on any other real estate now or previously owned, leased, occupied or operated by First Party or with respect to First Party's business and operations, and First Party has not received notice from any source, oral or written, of any of the following occurrences:
  - 1.1 any such Environmental Contamination;
  - 1.2 that First Party's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;
  - 1.3 that First Party is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
  - 1.4 that any portion of the Premises or of any other property or assets of First Party, real or personal, is subject to any lien crising under any federal, state or local environmental, health and safety statutes or regulations.
- 2. First Party warrants and represents to Trustee that the Premises are not subject to the Responsible Property Transfer Act of 1988 of the State of Illinois (the "Act"), or, if the Premises are subject to the Act, First Party has delive ed to Trustee a complete and accurate Disclosure Document required under the Act.
- 3. First party covenants and agrees, until all indebtedness or obligations secured by the Trust Deed are paid in full:
  - 3.1 First Party shall not cause or permit to exist any Environmental Contamination on any portion of any other real estate now or hereafter owned, leased, occupied or operated by First Party, or with respect to the business and operations of First Party.
  - 3.2 First Party shall immediately notify Trustee of its receipt of any notice, oral or written, of the type described in Paragraph 1 of this Rider.
- 4. First Party hereby indemnifies and holds Trustee harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs,

Property of Cook County Clerk's Office 

incurred by Trustee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Trustee's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by First Party, or occurring with respect to First Party's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Trust Deed.

The breach of any warranties, representations, covenants or agreements contained in this Rider or the giving to First Party of any notice of the type described in Paragraph I of this Rider (regardless of whether any Environmental Contamination of the type described in Paragraph I of this Rider has occurred and regardless of whether First Party has notified Trustee of the receipt of any such notice) shall entitle Trustee to accelerate the maturity of all unpaid indebtedness secured by the Trust Deed, and all such indebtedness shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Trustee shall have all remedies stated in the Trust Deed or otherwise available to it.

OFFICIAL SEALURA	
Dated: May 24 xol on: 1991 \$	FIRST PARTY:
APPRILL COURTED AND COMPARED OF THE STATE OF	
	Enshapat, Inc.
(SEAL)	By: Jefryg" President
	Jahardan Engreji Title: President
	Allest: Levene him
	Tivie: asint for
STATE OF / L/L )	
COUNTY OF COOK )	75
	O <sub>Sc.</sub>
I, TYRENCE LIMBER, a notary public in certify that on the 24 day of MAY	and for said County and State, hereby 19 %/ there appeared before
me NU ARDAN ENGRESS	OI ENSHAPAT INC.
a corporation, and acknowledged that they signed and voluntary act for the uses and purposes there	
processing and the second purposes there.	O
"OFFICIAL SPAL" Therence H. Minister	Lecune Zim
(SEAL) Notary Public, State of Ultrale  My Commission Expires \$595	Notary Public
SECULIAR SECULIAR TO	
My commission expires:	DB1474LEG

3967836

State of Illinois, County of DuPage

I, Jane Cox, a Notary Public in and for the County and State aforesaid, do hereby certify that Terrence Zimmer, Assist. Sec., subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that he, being daly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. Given under my hand and notarial seal this 24th may of May 1991. ort.

Stockery Of Coof Colling Clerks.

Notary Public, State of Illinois ly Commission Expires 12/20/94

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CHICAGO TITLE INS.

73-05-149

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