

UNOFFICIAL COPY

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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THIS INSTRUMENT, made February 5, 1985, between Matteson Richton Bank U/T/A #74-443 of Rt. 30 & Kostner Av., Matteson, Illinois (the "Grantor") and MATTESON-RICHTON BANK (the "Trustee").

Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit with Matteson-Richton Bank and has executed a Promissory Note made payable to MATTESON-RICHTON BANK in the principal amount of \$ 20,000.00 to evidence the maximum loan under the Line of Credit Agreement...

The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the announced prime rate of interest of Harris Trust and Savings Bank as determined on the first day of each month during the term hereof...

To secure the payment of the principal, interest and all interest due on the Promissory Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee...

following described real estate of Matteson, Cook County, Illinois and State of Illinois, to wit: Lot 163 in Matteson Highlands, Unit No. 2, being a Subdivision of the North East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian...

Permanent Tax Index #31-22-214-013, Matteson, Illinois 60443

Permanently releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances hereto belonging, and all rents, issues and profits thereof...

1. The Grantor agrees 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...

2. At the option of the holder of the Note and without further notice to Grantor, 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) after the date on which any payment of principal or interest is due and is unpaid or (ii) if any other default occurs...

3. The Trustee or the holder of the Note may, but need not, make any payment or perform any act to be paid or performed by Grantor... may not heed not, make full or partial payments of principal or interest on prior encumbrances, if any...

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder 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 be hereof...

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...

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 eminent 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...

7. The Trust Deed is given to secure all of Grantor's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Grantor contemporaneously herewith...

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Holder of the Note, subject to the terms of any mortgage, deed or trust or other security agreement...

9. Extension of the time for payment, acceptance by Trustee or the Holder of the Note of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof...

10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several...

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and to release homestead rights, if any, (b) is not personally liable on the Note or under this Trust Deed, and (c) agrees that Trustee and Holder of the Note and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

11. 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.

12. 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.

13. 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.

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, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17. If this Trust Deed is executed by a Trust, Matteson Richton Bank executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Trust Deed shall be construed as creating any liability on Matteson Richton Bank personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed.

X Sam G. Tinervia Individual Grantor Date: 2/5/85
X Olivia Tinervia Individual Grantor Date: 2/5/85

Individual Grantor Date: _____
COOK COUNTY, ILLINOIS
FILED FOR RECORD
Date: _____

1985 FEB 27 PH 1:24 27455-794

ATTEST: Vera J. Stoeck Loan Officer
By: William O'Hearn Sr. Vice President
Matteson Richton Bank as Trustee under Trust # 74-443

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1985
27455-794

STATE OF ILLINOIS)
COUNTY OF) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam G. & Olivia Tinervia personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 5 day of February, 1985.
Kay Ann Bettke
Notary Public

My Commission Expires: July 24, 1985

STATE OF ILLINOIS)
COUNTY OF) SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William O'Hearn, Sr. Vice President of Matteson Richton Bank, a corporation, and Sr. Vice President of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5 day of February, 1985.
Kay Ann Bettke
Notary Public

My Commission Expires: July 24, 1985

FORM 32905-1/184
Recorder from ILLIANA FINANCIAL, INC. (312) 599-9000

This instrument was prepared by and please mail to:
Kay A. Bettke, Matteson Richton Bank, Matteson, IL
Mail to (Name and Address) 60443

END OF RECORDED DOCUMENT