## DEFICIA

27 455 794

## TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

00

그는 사람들은 사람들이 되었다면 그렇게 되었다면 하는데 되었다면 하는데 되었다.
THIS INDENTURE, made  Tebruary 5  Matteson Richton Bank U/T/A #74-443  Tebruary 5  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 payat  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 payat  to evidence the maximum provided to the providence of the Provid
loan under the Line Cre. 1 Agreement which shall bear interest on the unpaid principal balance from time to time at a per annuli rate as net make the control of the Trust Deed secures payment of any existing indebtedness and future advances made our provided the Note to the same extent as if such future a evolving credit no 'ne' in or the Trust Deed or whether or not any advance has been made as of the date of this Trust Deed or whether there is any outstanding advances were made on one date hereof and regardless of whether or not any advance has been made as of the date of this Trust Deed or whether there is any outstanding advances the time of 'ny future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at two (2%) per cent above the index redebtedness at the time of 'ny future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at two (2%) per cent above the index redebtedness at the time of 'ny future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at two (2%) per cent above the index re
as nereater detinets, shall write the control of th
To secure the payment of the princip. Tale of and all interest due on the Promissory Note and performance of the agreement, terms and convey to the Trustee, its successors and assigns if Agreement, and for other good and veluable, onsid siton, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns if Agreement, and for other good and veluable, onsid siton, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns if Agreement, and for other grant convey to the Trustee, its successors and assigns if Agreement, and for other trustee, its successors and assigns if Agreement, and for other grant convey to the Trustee, its successors and assigns if Agreement, and for other grant convey to the Trustee, its successors and assigns if Agreement, and for other grant convey to the Trustee, its successors and assigns if Agreement, and for other grant, remise, mortgage, warrant of one to grant grant convey to the Trustee, its successors and assigns if Agreement, and of promise and performance of the Trustee, the successors and assigns if Agreement, and for other grant grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns if Agreement, and to promise and performance of the Successors and assigns if the grant grant grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns if the grant gran
Permanent Tax Index #31–22-214-013, Mat eson, Illinois 60443 hereby releasing and waiving all rights under and by virtue of any homestate by the leasing and waiving all rights under and by virtue of any homestate belonging, and all rents, issues and profits thereof and all apparatus, express or articles now or hereafter located on the real estate and used to supply heat, gas, air con thereto belonging, and all rents, issues and profits thereof and all apparatus, express or articles now or hereafter located on the real estate whether physically attached thereto or not (all of which property toning, water, light, power, refrigeration and ventilation, all of which are declared to the real estate whether physically attached thereto or not (all of which property toning, water, light, power, refrigeration and ventilation, all of which are declared to the real estate whether physically attached thereto or not (all of which property or the purposes and upon the uses and the real estate whether physically attached thereto are the real estate.
1. The Grantor agrees to: (1) promptly repair, restore or rebuild any buildings or improving the control of the Premises which may been declared to the lien hereof; (3) F. (2) keep said Premises in good condition and repair, without waste, and free from mechanic' or other lien; or claims for lien not expressly subordinated to the lien hereof; (3) F. (4) comply middledness which may be secured by a lien or charge on the Premises superior to 1 **, represent; (4) comply with all requirements of law or municipal ordinance; (6) pay before a with respect to the Premises and the use thereof; (5) Ferfain from making material alterations in said. *Premise except as required by law or municipal ordinance; (6) pay before a with respect to the Premises and the use thereof; (5) Ferfain from making material alterations in said. *Premise except as required by law or municipal ordinance; (6) pay before a with respect to the Premises and the use thereof; (6) pay in full. ** and the manner provided by statute, any tax or assessment with written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (7) pay in full. ** and the manner provided by statute, any tax or assessment with written request, to furnish to Trustee or to holders of the Note under policies at either the full replacement cost in an amount sufficient to pay in full all indebtedness sec. **ed'* or** y and all prior liens all in companies satisfactory to the holder of the Note under insurance policies payable, in case of loss or damage, to a mortgage which has a prior lien, ** any and then to Trustee for the benefit of the holder of the Note under insurance policies payable, in case of loss or damage, to a mortgage which has a prior lien, ** any and then to Trustee for the benefit of the holder of the Note of the Note with the surface of the surface of the Note of the
such rights to be evidenced by the standard introgenee clears of the No.  2. At the option of the holder of the Note and without further notice to Grantor, all unpaid indebtedness secured the standard of the Note and without further notice to Grantor, all unpaid indebtedness secured the notice of the Note and is unpaid or (iii) if any other default occur in this Trust Deed to the contrary, become due and payable (i) after the date on which any payment of principal or intering to the original or intering the notice of the notice

- or in this trust Deed to the contrary, become due and payable (i) after the date of which any payment of photograph or in any other instrument which in the performance or observance of any term, agreement or condition containined in the Note, in this Trust Deed, in the Line C. Cre at Agreement or this Trust Deed, whether maker at any time evidences or secured site indebtedness secured hereby or (in) upon the death of any party to the Note, Line c. Cre at Agreement or this Trust Deed, whether maker and orser; guarantor, surely or accommodation party or (iv) if any party liable on the Note, whether as maker, endorser, guarar —, surely or accommodation party or (iv) if any party liable on the Note, whether as maker, endorser, guarar —, surely or accommodation party or (iv) if any party liable on the Note, whether as maker, endorser, guarar —, surely or accommodation party or (iv) if any party liable on the Note, whether as maker, endorser, guarar —, surely or accommodation party or (iv) if any party liable on the Note, whether as maker, endorser, guarar —, surely or accommodation party shall make are endorser; guarar —, surely or accommodation party shall make are endorser; guarar —, surely or accommodation party shall make are endorser; guarar —, surely or accommodation party shall not be released within sixty (60) days; or (v) any sitement, application or agreement relief of debtors shall be filed by or against any such party and if filed against the party shall not be released within sixty (60) days; or (v) any sitement, application or agreement relief of debtors shall be filed by or against any such party and if filed against the party shall not be released within sixty (60) days; or (v) any sitement, application or agreement relief of debtors shall be filed by or against any such party and if filed against the party shall not be released within sixty (60) days; or (v) any sitement, and the party shall be relief to t
- and or furnished to Matteson-Richton Bank now or from time to time by Grantor is false or incorrect in a material respect.

  3. The Trustee or the holder of the Note may bot need not, make any payment or perform any act to be paid or performed by Grantor nav out heed not, make full or partial payments of principal or interest on prior encumbrances; if any, and purchase, discharge, compromise or settle any tax lie or other time to the purposes herein authorized from any tax sale or forfeture affecting the Premises or consent to any tax or assessment upon the failure of Grantor to do so. All moneys paid for an or 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 holder or, the vide per annum and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due any payle without notice and with interest three one interest the renor in the rate per annum and the lien hereof, shall be additional indebtedness secured hereby and shall be and interest three one in the rate per annum and the Note. Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provious of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the Southers of the shall be an itself to any to the provious of sale shall be an itself to any to the provious of sale shall be an itself to a subject to the provious of the provious of sale shall be an itself to any to the provious of th
- validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

  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 is a lient of the Note of the N nses whic' may be
- on proceeding which might effect the premises of the security neteror, 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured 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 to the foreclosure proceedings, including all such items hereof constitute secured independent and additional to that evidence by the Note; with interest thereon as herein provided; third, all principal and interest remaining unpaid up the Note; fourth, any overplus for Grantor, its legal representatives or assigns, as their rights may appear.
- to Grantor, 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 sale, 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 became the payment of the indebtedness secured hereby, and without regard to the ten value of the Premises or whether the same shall be then occupied as a homestead or not and 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 for the payment of the indebtedness secured permises outling the protection of the payment of the indebtedness of the protection of such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises outling any further time when Grantor, its suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there redemption or not, as well as during any further time when Grantor, its suit and, in case of a sale and a deficiency, during the full statutory period or redemption, whether there redemption or not, as well as during any further time when Grantor, it is suit and, in case of a sale period. The Court from time to time may authorize 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 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 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 us
- 7. The Trust Deed is given to secure all of Grantor's obligations under both the heretolore described Note and also Line of Credit Agreement executed by Grantor contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.
- herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.

  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 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 with lare which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required-by the condemnation authority to effectuate this paragraph, with a lien which has priority over this Trust Deed Security irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for condemnation damages shall be made without Trustee's and the Holder's of the Note; onsention to same.
- Note consenting to same.

  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 is any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate of the sums secured by this Trust Deed granted by Trustee is any successors in interest, or any guarantor or surely thereof. Trustee or the Holder of the Note shall not be orlease, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surely thereof. Trustee or the Holder of the Note shall not be determined as continuing or as a waiver as for any other event. The procurement shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as for any other event. The procurement shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or of insurance or the payment of taxes, other liens or charges by Trustee or Holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed accelerate the maturity of the indebtedges secured by this Trust Deed in the event of Grantor's default under this Trust Deed.
- 10. The covenants and agreements herein contained shall bind, and the rights hereuder shall inter to, the respective successors, heirs, legatees, devises and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor successors); heirs, legatees, devisees, and assigns) shall be joint and several. Any Grantor who co-signs this and Grantor. All covenants and agreements of Grantor (or Grantor successors); heirs, legatees, devisees, and assigns) shall be joint and several. Any Grantor who co-signs this and Grantor. All covenants and agreements of Grantor (or Grantor) successors; heirs, legatees, devisees and assigns) shall be premised under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of the lien a

## UNOFFICIAL COPY

and to release homestead rights, it 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 Granton 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 Granton's interest in the Premises.

11. Trustee has no duly 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 unliss, 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 that it rust 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 stituted shall be Successor in Trust. Any Successor in Trust. Any Successor in Trust and Successor in Trust. Any Su hereunder shall have to 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 s 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 Ai for Deed by the present title holder or any beneficiary of a title holding Trust, all sums dub and owing hereunder shall become immediately due and payable 16. Any prevision 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 Toes, 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 por a hac ever been included herein. 17. If this Trust Deed is executed by a Trust, Matteson Richton Bank cutes this Tru't Deed as Trustee as aloresaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and eed by Trustee as a unable 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 Leer shall be construed as creating any liability on <u>Hatteson Richton Bank</u> personally to pay said any interest that may acroes the edit of any interest that may acroes the edit of the personal trust bear and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement provisions hereof and of said 1 Net, bit this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. 1985 FER 27 PM 1: 24 27455794 Matteson Richton Bank as Trustee under Trust # STATE OF ILLINOIS COUNTY OF

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Sam G. & Olivia Torria

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 a knowledged

and a nowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing instrument, appeared before me this day in person, and a knowledged to the foregoing STATE OF ILLINOIS I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William 01Hearn, Sr. Vice President of Matteson Richton Bank a corporation, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr • Vice President and Street, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument win 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 vid also then and there acknowledged that the accusted and of the corporate seal of said corporation, did affixed asid corporate seal of said corporation, did affixed 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 \_\_\_\_\_\_\_ This instrument was prepared by and prease mail to: Mail (Name and Address)

END OF RECORDED DOCUMENT