

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made December 30 19 85 , between Bernard W. Kay , herein referred to as "Mortgagor", and Heritage Crestwood Bank an Illinois corporation doing business in Crestwood, Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note herein after described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of Eighty thousand and No/100ths Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER Heritage Crestwood Bank and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 13.00 per cent per annum in installments as follows: One thousand twelve and 19/100ths

Dollars on the 1st day of February 19 86 and One thousand twelve and 19/100ths Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January, 1991. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest being made payable at such banking house or trust company in Crestwood, Illinois as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Heritage Crestwood Bank in said City, Village,

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

LOTS 1, 2 AND 3 IN PLAYFIELD, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12.00

PIN 24-33-102-015 TP

COMMONLY KNOWN AS: ROUTE 83 & PLAYFIELD DRIVE, CRESTWOOD, ILLINOIS.

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 security 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagor the day and year first above written.

Bernard W. Kay (SEAL) _____ (SEAL)
Bernard W. Kay (SEAL) _____ (SEAL)

STATE OF ILLINOIS.

County of Cook } ss. I, _____, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Bernard W. Kay

who is 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, 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 Notarial Seal this 30th day of December, A.D. 1985

THIS INSTRUMENT WAS PREPARED BY:
John E. Leahy, Vice President
NAME Heritage Crestwood Bank
13500 S. Cicero Ave.
ADDRESS Crestwood, Il. 60445

Barbara Rodriguez
Notary Public
My Commission Expires June 2, 1986

86006859

NAME Heritage Crestwood Bank
STREET 1350 S. Cicero Ave.
CITY Crestwood, IL 60445

OR

6013

Route 83 & Playfield Drive
Crestwood, Illinois 60445

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THIS NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN
BEFORE THIS TRUST DEED IS FILED FOR RECORD.

by _____
John E. Leahy
Assistant Vice President

The instrument noted mentioned in the within Trust Deed has been identified
with herewith under identification No. 00042

17. See the Rider attached hereto and expressly made a part hereof.

17. The Trustee shall retain the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

18. The Trustee has no duty to examine the premises or to ascertain the nature of the business conducted thereon, and it may rely upon the statements of the mortgagor or other persons who are in possession of the premises.

19. The Trustee shall retain the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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RIDER TO TRUST DEED

This Rider is made an express and integral part of the Trust Deed to which it is attached as if fully stated therein.

If all or any part of the subject property, or an interest therein, is sold or transferred by the Mortgagor, or Mortgagors, without the Trustee's prior written consent - excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase the Trustee at its option, may declare all the sums secured by this Trust Deed to be immediately due and payable. Trustee shall have waived such option to accelerate if, prior to the sale or transfer, Trustee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Trustee and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Trustee shall request. If Trustee has waived the option to accelerate provided in this paragraph, and if Mortgagor's or Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Trustee, Trustee shall release Mortgagor or Mortgagors from all obligations under this Trust Deed and subject Note.

If Trustee exercises said option to accelerate, Trustee shall mail to Mortgagor, or Mortgagors, notice of acceleration by certified mail, return receipt requested. Said notice shall provide a period of not less than thirty days from the date of mailing of the said notice within which period Mortgagor, or Mortgagors, may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Trustee may, without further notice or demand on Mortgagor, or Mortgagors, invoke, and pursue, any remedies permitted by the terms and provisions of the Trust Deed to which this Rider is attached.

In regard to executing the above described Trust Deed you are hereby specifically authorized to execute same with the following provision of "Waiver of Right of Redemption".

The undersigned hereby waives and and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree of judgement creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

The debtors, and each of them, hereby authorize irrevocable any attorney of any court of record to appear for any one or more of them, in such court, in term time of vacation, after any default hereon and confess a judgement without process in favor of the holder hereof for such amount as may appear unpaid hereon, together with costs of suit and reasonable attorney's fees and to release and waive all errors that may intervene and consent to immediate execution thereon. Notwithstanding any provision hereof or of applicable law, holder irrevocable waives and releases all rights to make a judgement confessed hereon a lien on any real property now or hereafter owned by the undersigned or in which the undersigned may now or hereafter have an interest.

86006859

B.W.K.