

2014 - 5 17 E

South Chicago Savings Fanc AL CO TRUST DEED

To Secure Revolving Line of Credit

THIS INDENTURE, mad	Septe	mber	29,	19 87	, between .	South	Chicago	Savings	Bank	Trust	11-209	<u>4 ol</u>
21516 Jeffre	y Sauk	V11.	<u>lage,</u>	<u> 111. </u>	60411			the "Grantor"	and So	uth Chica	go Savinge	Bank (the "Trustee").
Concurrently herewith												
Note made payable to So	uth Chlo	ego Sav	ings Ban	k in the pi	rincipal amou	int of \$	<u>Thirteen</u>	Thousant	<u> 1 Doll</u>	ars a	00/100	to
evidence the maximum k												
hereinafter described. The pursuant to the Note to the												
the date of this Trust Dec	ed or whe	ther the	ere is an	y outstand	ding indebted	dness at t	he lime of an	y future adva	nces. Pa	yments of	all accruet	interest on the then
outstanding principal ball periodic statement for ea												
accrued interest due on		Cycle C	-Aumin	41 (114 1114		Tilm Heitelli	CIND OF SALLIAN	II AllAbi Kib Ci	110 01 611	ron with p	mar payme	on or all principal and
September 29,	1	992	on dema	nd by the '	Trustee for pr	ayment in	luli, but in any	event no later	lhanS	eptemb	er 29.	2007 The
"(ndex Rate" of interest is	a variabl	rele o	l interest	and is de	fined in the N	iol e as the	o etas emiro i	l interest as p	ublished	in The Wa	i Street Jou	mai on the sixteenth
(16th) day of each month shall thereafter be the Sa	during the	iem h	ereot.in	the event	i he wall Sire h (18th) day (of each or et journa	discontinues	announcing (rm harar	ening a prid of sea seal to	ne (ale 0) il rth in Feder	of Beauty Auto index Hate.
Release H.15 first publish	ed by the	Feder	al Resen	e Board	after the sixt	eenth (16	(h) day of ea	ch calendar (nonth.	J. 44 841 14	111111111111111111111111111111111111111	
Tu secure the payment	of the prin	oipei be	lance of	and all into	erest due on t	he Promis	eory Note and	performance	of the ac	greements	terms and	ganditions of the Line
of Credit Agreement, and								-	_	-		•
suggestors and assigns th	e for own.	g desc	aer bedi	estate of		auk V	llage	County o	ofC	ook	and	State of Illinois, to wit:
ner dispersion in the first of the first												·
Lander to the real process. National Associations (1988)	4								_			
1	Lat 3	יחוג ק	BTOCK	. 3 In	Surreybi	COOK DE	ino a Su	IDOIVISI O	n af			

part of the West 1/2 of Section 25, Township 35 North, Range 14 cast of the Third Principal Meridian, According to the Plat thereof recorded April 19, 1973 as Document Number 22296251 in Cook County, Illinois.

Permanent Tex No: 32-25-111-033 TP C B

Commonly Known as: 21-16 Jeffrey Sauk Village, Illinnia CONTING

. . . T#1111 : TRAN 5872 19/92/87 67:25:06 #7558 # A ***************** COOK COUNTY RECORDER

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, fenoments, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all appure of equipment or articles now or hereafter located on the real estate and used to supply heat gas, air conditioning, water, light, power, refrigeration and ventilation, all of which are deloared to be a part of the real estate whether physically attached thereto or not (all of which property is hereafter referred to as the "Premises") to he ve and to hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust set forth in this Trust Deed.

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. without waste, and free from machanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) refrain from transfering little or any interest in the Premises or assigning all or any portion of the Beneficial interest of the Land Trust executing this Trust Deed, if any; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (7) pay before any pensity attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to whito Trustee or to holders of the Note duplicate receipts therefor, (8) pay in full under protest in the manner provided by statute, any tex or assessment which Grantor may desire to contest; and (9) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement soet or to pay in full all indebtedness secured hereby and all prior liens all in gompanies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, to a mortgages which has a prior lien, if any and then to Trustee for the benefit of the holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy.

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 (i) after the date on which any payment of principal or interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, in the Line of Credit Agreement, or in any other instrument which at any time evidences or secures the indebtedness secured hereby; or (iii) upon the death of any party to the Nota, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety or accommodation the Note, whether as maker, endurer, guarantor, surely or accommobation party shallmake an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law to reflect of debtors shall be filed by or against any such party shall fill the definition of shall not be released within sixty (80) days; or (v) if any statement, application or agreement made or furnished to South Chicago Savings Bank now or from time to time by Grantor is false or incorrect in a material respect.

(3) The Trustee or the halder of the Note may, but need not, make any payment of perform any act to be paid or performed by Grantor 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 redsom from ally tax sale or

forefeiture affecting the Premises or consent to any tax or assessment upon the failure of Granto to co so. All moneys paid for any of the purposes herein authorized and all to prices paid or incurred in connection therewith, including attorneys fees, and give, her moneys advanced by Trustee or the holder of the Note to protect the Promiter and the ilen hereof, shall be additional indebtedness secured hereby and rain' become immediately due and payable without notice and with interest there are the rate per annum set forth in the Note. inaction of Trustee or holder of the Mote shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon force losure, whether or not there is a deficiency upon the sale of the Premises, the halder of the certificate of sale shall be entitled to any insurance proceeds directly of the connection with the Premises. The Trustee or the holder of the Note Larray secured making any payment hereby authorized relating to taxey or user am enta, may do so according to any bili, statement or estimate procured from the expropriate public office without inquiry into the accuracy of such bili, statement or elitimate or into the validity of any tax, assessment, sale, forfaiture, tax lien or "ith cor claim thereof quiry into the accuracy of such bill, statement (if e) timate or into the validity of by tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. When the indebtedness hereby secured shall become due whether by

social ration or otherwise, the holder of the Note or Trustee shall have the right to allowed and included as additional indebtedness in the decree for sale at expanditures and expanses which may be paid or incurred by or on behalf of expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for reasonable attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, publication gosts 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 of the holder of the Note may deem to be reasonable 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 expanses shall become additional indebtedness secured hereby and immodiately due and payable, with interest thereon at the Note rate per annum, when paid or incurred by Trustee or holder of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or detendant, 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; or (c) following fifteen (15) days written notice by Trustee to Grantor, preparations for the detense of any threatened suit or proceeding which might affect the Premises or the security hereof, 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 pools and expenses incident to the foreclosure proceedings, including all such items are mentioned in the preceding paragraph hereof; second; all other items with the preceding paragraph hereof; second; all other items with the preceding paragraph hereof; second; all other items with the preceding paragraph hereof; second; all other items with the preceding paragraph hereof; second; all other items with the preceding paragraph hereof; second; all other items are proceding paragraphs. under the terms hersof constitute secured indebtedness addition

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evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note fourth, any overbles to Grantor, its legal representatives or assigns, at the right, hay appear.

6. Upon, or at any time after the filling of a bill to forecome this Trust Deed, me

6. Upon, or at any time after the filling of a bill to forecase 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 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 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 period of redemption, whether there be redemption or not, as well as during any period of redemption, whether there be redemption or not, as well as during any period of redemption, whether there be redemption or not, as well as during any period of redemption, whether there be redemption or not, as well as during any period of redemption, whether there be redemption or not, as well as during any period 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 heraby, or by any decree for 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 saie; (2) the deficiency in case of a sale and deficiency.

7. The Trust Deed is given to secure all of Granton's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Granton comtemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.

g. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemns? on or other taking of the Premises, or part thereof, or for conveyance in lieu or condemnstion, are hereby assigned and shall be paid to Trustee or the holder of the Note, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed. Grantor agree, as execute such further documents as may be required by the condemnstion (with ority to effect us to the paragraph. Trustee is hereby knevocably 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 in this Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnsting damages shall be made without Trustee and the holder of the Note consenting to same.

9. Extension of the time for payment, acceptance by Totales or the holder of the Note of payments other than according to the term. If the Note, incidification in payment terms of the sums secured by this Trust Died granted by Trustee to any successor in interest of Grantor, or the whiter or failure to exercise any right granted herein shall not operate to release, in any minner, the liability of the original Grantor, Grantor's successors in interest, or any minner, the liability of the original Grantor, Grantor's successors in interest, or any minner, the liability of the original Grantor, Grantor's successors in interest, or any minner, the liability of the original Grantor's device or surely thereof. Trustee or the holder of the Note shall not be deemed. In all the writing, A waiver, as to one event shall not be construed as continuing or as a waiver as to arrother event. The procurement 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 to accelerate the misurity of the indebtedness 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 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. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed 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, forebear, 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 paki; 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 Notes 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 Premisas 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, 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 Agraement 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 filinois 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 as each as though no such invalid portion had ever been included herein.

IN WITNESS WHE		has/have executed th	ie Trust Deed.
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Dete: adividual Grantor			
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and authority confe- inderstood and ag- syery person now of ing contained hereic as creating any list personally to pay as debtedness accruir implied herein cont that any recovery or against and out of the cons hereof and of a	med upon and vest reed by Trustee at thereafter claiming for in the Note seed billty on the Solid Note or any integration of the Trust Deed arms Premises hereby ald Note, but this ridual grantor or a guarantor of said Tr	NURS.	and it is expressi- pre-inder that noth- shall be construc- ings Bimk- thereon, or any in- sether express o- sesty walved, and sty walved, and sty of the provi- ffect the persona
ia) Cara(s) whose name(s) or, ara acknowledge) otary Public in and for the season public in and for the season public in and for the season public in and season public in a	he County and State aforesald personally known to propoing instrument, appears igned, seeind and delivered i and purposes thorain set forth,	me to be the same d before me this day in the sold instrument or , including the release
nd waiver of the right of BIVEN under any hand	ir nomestace . and official seal, this	day of	, 10
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ly Commission Expires:			. 19
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TATE OF ILLINOIS)		
OUNTY OF) 88:		
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etMary		nust Officer	
South Chi chel c. Gutier	cago Savings B		, , a corporation, and f said corporation,
ersonally known to me	to be the same persor		
		ns whose names are subscri or Cashier 	
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	•	ald Asst. Cashiera	
nd there acknowledge th	et he, as Custodian of t	he Corporata Seal of said Cor	poration, did affix the
		strument as his own free and Irustee, for the ases and purp	
e free and voluntary act. GIVEN under my hand a		9th day ofSeptembe	
otary Public Kon		heren	
y Commission Expires:	07-7-0	0 J87r	0P.
	KAF	OFFICIAL SEAL" REN A. CISZEWSN PUBLIC STATE OF ILL LIMISSION EXPURES 10/1	THCH2

South Chicago Savings Bank 9200 Commercial Ave. Chicago, Illinois 60612 **BOX #222**