WHEN RECORDED MAIL TO: UNOFFICIAL COPY 9

Heritage Bank of Schaumburg 1535 W. Schaumburg Road Schaumburg, Illinois 60194

SEND TAX NOTICES TO:

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DEED OF TRUST

THIS DEED OF TRUS, 18 DATED 02-20-1987, AMONG William G. Crowley and Mary B. Crowley ("GRANTOR"), whose address is 3940 N. Firestone, Hoffman Estater, Illinois 60195; Heritage Bank of Schaumburg ("LENDER"), whose address is 1535 W. Schaumburg Road, Schaumburg, Illinois 60194; and Heritage Bank of Schaumburg ("TRUSTEE").

CONVEYANCE AND GRANT. For raluable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed improvements and fixtures, all appurtenances, all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights, located in Cook County, State of Illinois (the "Real Property"):

Lot 11 in Block 15 in Winston Knolle Unit #4, Being a subcivision of parts of sections 19,20, and 29 and 30, Township 42 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois according to the plat thereof recorded in the Recorder's office of Cook County, Illinois on January 23, 1970 as Document No. 21065060

The Real Property or its address is commonly known at 3940 N. Firestone, Hoffman Estates, illinois 60195.

Grantor presently assigns to Lender (also known as Benedictor) in this Deed of Trust) all of Grantor's right, title, and interest in and to the Income from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security Interest in the Income and the Personal Property described below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Heritage Bank of Schaumer, g, which also is referred to as "Landor" in this Deed of Trust,

Borrower. The word "Borrower" means William G. Crowley and Mary B. Crowley. The words "Borrower" and "Grantor" are used interchangeably in this Deed of Trust.

Dead of Trust. The words *Deed of Trust* mean this Deed of Trust among Grantor, Ler dor, and Trustee, and include without limitation all assignment and security interest provisions relating to the Personal Property and Income.

Grantor. The word "Grantor" means William G. Crowley and Mary B. Crowley. 'The words Grantor' and "Borrower" are used Interchangeably in this Deed of Trust.

Improvements. The word "Improvements" means without limitation all existing and future willings structures, facilities, additions and similar construction on the Real Property.

Income. The word "income" means all rents, revenues, income, issues, and profits from the Real Property and the Personal Property.

indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Note. The word "Note" means the note or credit agreement dated 02-20-1987 in the principal amount of \$73.250.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the note or (greement. The currently scheduled final payment of principal and interest on the Note will be due on or before 09-01-1987.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, guaranties, security agreements, and all other documents executed in connection with this Doed of Trust or the Indobtedness, whether now or hereafter existing.

Trustee. The word "Trustee" means Heritage Bank of Schaumburg and any successor trustee.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF INCOME AND THE SECURITY INTEREST IN THE INCOME AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS AND AGREEMENTS OF GRANTOR UNDER THIS DEED OF TRUST, AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Granter shall pay to Lander all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Granter's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY.

Possession and Use. Until In default, Granter may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

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Duty to Maintain. Granter shall maintain the Property in first class condition and promptly perform all repairs and maintains the Property in first class condition and promptly perform all repairs and maintains the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and maintain the Property in first class condition and promptly perform all repairs and promptly perform all repairs and property in first class condition and promptly perform all repairs and property in first class conditions.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Doed of Trust remains a tien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"). Grantor agrees to indomnity and hold harmless Lender against any and all claims and lesses resulting from a breach of this provision of the Doed of Trust.

Nulsance, Waste. Granter shall neither conduct or petrit any nulsance nor commit or suffer any strip or waste on or to the Property or any peritor thereof, including without limitation removal, or alienation by Granter of the right to remove, any timber, remeats (including oil and gas), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantor makes arrangements satisfactory to Lender to replace any improvements which Grantor proposes to remove with improvements of at least equal value.

Lender's Right to Figer. Londer and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Londer's interests and 10 inspect the Property.

Compliance with Governmental Requirements. Grantor shall prompily comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Londer in writing prior to doing so and Lender's interests in the isosery are not jeopardized. Lender may require Grantor to post adequate security or surely bond (reasonably satisfactory to Lender) to protoc Lender's interest.

Duty to Protect. Granter shall do a other acts, in addition to those acts set forth above in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender way, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer of all or any part of the Real Property, without the Lender's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein; whether legal or equitable; whether voluntary or involuntary; by outright sale; deed; instalment sale contract; contract; contract for deed; lease-total interest with a term greater than three years; lease-option contract; sale, assignment, or transfer of any beneficial interest in or to any land trust hold inglifle to the Real Property; or any other method of conveyance of real property interest. If Granter or any prospective transferse applies to Lender for contract, and may charge a transfer or assumption fee not to exceed the amount of the lean fee normally required from a new loan applicant.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquer (a) taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all live a ving priority over or equal to the interest of Lander under this Deed of Trust, except for the field of taxes and assessments not due, except for the provided in the following paragraph.

Right To Contest. Granter may withhold payment of any tax, assessment, or claim in nunnection with a good faith dispute over the obligation to pay, so long as Lander's interests in the Property are not joopardized. If a lion arises or in 1954 as a result of nonpayment, Granter shall within 15 days after the lion arises or, if a lion is filed, within 15 days after Granter has notice of the filing, secure the discharge of the lien or deposit with Londer, each or a sufficient corporate surety bend or other security satisfactory to Londer in an amount sufficient to discharge the lion plus any costs, atterney less, or other charges that could accrue as a result of a forcelesure or sale under Paulien. In any contest, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Branter shall name Lender as an additional obliges under any surety bend furnished in the centest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lendor evidence of payment of the taxes or recessments and shall authorize the appropriate governmental official to deliver to Lendor at any time a written statement of the taxes and assessments applied the Property.

Notice of Construction. Grantor shall notify Londer at least 15 days before any work is commenced, any services to furnished, or any materials are supplied to the Property, if any mechanics, materialments, or other construction lien could be asserted on acrount of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will on request furnish to Londer advance assurances satisfactory to Londer that Grantor can and will pay the cost of such improvements.

Tax Reserves. Subject to any limitations set by applicable law, Lender may require Granter to maintain with Lender reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lander to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Granter shall upon demand pay any deliciency to Lender. The reserve funds shall be held by Lander as a general deposit from Granter and shall constitute a noninterest-bearing debt from Lender to Granter, which Lender may satisfy by payment of the taxes and assessments required to be paid by Granter as they become due. Lender does not held the reserve funds in trust for Granter, and Lender is not the agent of Granter for payment of the taxes and assessments required to be paid by Granter.

PROPERTY DAMAGE INSURANCE

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Londer. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Londer certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granter fails to do so within 15 days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granter shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Granter from the proceeds for the reasonable cost of repair or restoration if Granter is not in default hereunder.

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Any proceeds which have not been disbursed within 180 days after their receipt and which Lander has not committed to the repair or restoration of the Property shall be used to pay any amounts owing to Lender under this Deed of Trust, then to prepay accrued interest, and then principal of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Granter.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of insurance promiums, which reserves shall be created by monthly payments of a sum estimated by Lender to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Grantor and shall constitute a noninterest-bearing debt from Lender to Grantor, which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums to be paid by Grantor.

Compilance With Prior Indebtedness. During the period in which any prior indebtedness described below is in affect, compilance with the insurance provisions contained in the instrument evidencing such prior indebtedness shall constitute compilance with the insurance previsions under this Deed of Trust, to the extent compilance with the forms of this Deed of Trust would constitute a duplication of insurance requirements, if any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the prior indebtedness.

EXPENDITURES BY LENGER. If Granter falls to comply with any provision of this Dood of Trust, including any obligation to maintain prior indobtedness in good standing as required colon, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender may, at its option, on Granter's behalf take the required action and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable on domand with interest from the date of expenditure until paid at the Note rate. The rights provided for in this section shall be in addition to any other rights or any remodes to which Lender may be entitled on account of the default. By taking the required action, Lender shall not cure the default so as to bar it from any remody that it otherwise would have had,

WARRANTY; DEFENSE OF TITLE.

Title. Granter warrants that it holds merchanian to little to the Property in fee simple, free and clear of all items and encumbrances other than those set forth in the prior indebtedness section below or in any policy of title insurance issued in favor of, and accepted by, Lender in connection with this Deed of Trust.

Defense of Title. Subject to the exception in the puracuph above, Granter warrants and will leaver defend the title to the Property against the fawful claims of all persons. In the event any action or proposeding is commenced that questions Granter's title or the interest of the Trustee or Lender under this Deed of Trust, Granter shall defend the until at its expense. Granter may be the nominal party in such proceeding but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver, or cause to be delivered, to Lander such instruments as may be taquested by it from time to three to permit such participation.

Compliance With Laws. Grantor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

PRIOR INDEBTEDNESS. The following provisions concerning prior indebtedness are a part of this Doed of Trust.

Prior Lien. The lien of this Deed of Trust securing the indebtedness is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of a First Family. The prior obligation has a current principal believes of approximately \$61,000.00 and is in the original principal amount of \$67,000.00. Granter expressly covenants and agrees to pay or see of the payment of the prior indebtedness and to prevent any default thereunder.

Default. If the payment of any instalment of principal or any interest on the prior indebtedness of mot made within the time required by the note evidencing such indebtedness, or should an event of default occur under the instrument security such indebtedness and not be cured during any applicable grace period therein, then the indebtedness secured by this Deed of Trust, at the policy of Londor, shall become immediately due and payable, and this Deed of Trust shall be in default.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Granter shall neither request nor accept any future advances under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

CONDEMNATION

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any part of the net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and atterneys' fees necessarily paid or incurred by Granter, Lander, or Trustee in connection with the condemnation.

Proceedings. If any proceedings in condomnation are flied, Granter shall promptly notify Londor in writing and Granter shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding but Londor shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver, or cause to be delivered, to Londor such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAX BY STATE.

State Taxes Covered. The following shall constitute state taxes to which this section applies: (a) a specific tax upon this type of Dead of Trust or upon all or any part of the indebtedness secured by this Dead of Trust; (b) a specific tax on any Grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by this type of Dead of Trust; (c) a tax on this type of Dead of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by any Grantor.

Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as a default, and Lender may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met: (a) Granter may lawfully pay the tax or charge imposed by the state tax; and (b) Granter pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

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SECURITY AGREEMENT; FINANCING STATEMENTS.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the lilinois Uniform Commercial Code.

Security interest. Upon request by Lender, Grantor shall execute linancing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the income and Personal Property. Grantor hereby appoints Lender as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the income and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file copies or reproductions of this Deed of Trust as a financing statement. Grantor will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lender.

Addresses. The mailing address of Grantor (debtor) and the mailing address of Londer (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Illinois Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust and in Note, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor sultable statements of the Income and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. The following (hat) constitute events of default:

Default on Indebtedness. Porrower falls to make any payment when due on the Indebtedness.

Default on Other Payments. Santy of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or for any other payment necessary to request filling of or to effect discharge of any lien.

Compliance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a friture is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding 12 months, It may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure; (a) cures the failure within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Granfor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Termination of Existence. The death of Grantor (if Grantor is an individual), inscivency, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the common ement of any proceeding under any bankruptcy or inscivency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a gring business (if Grantor is a business).

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and turnishes reserves or a surety bond for the claim satisfactory to Lender.

Leasehold Default. If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor a least hold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remodled within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

insecurity. If Lender in good faith deems itself insecure.

Prior indebtedness. Default of Granfor under any prior obligation or instrument securing any prior obligation or commencement of any suit or other action to foreclose any prior lien on the Property.

Events Affecting Guarantor Any of the preceding events occur with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Londer.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Trustoe or Lander may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Londer shall have the right at its option without notice to Granter to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Granter would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Londer shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Collect Income. Lender shall have the right, without notice to Granter, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Income is collected by Lender, then Granter Irrevocably designates Lender as Granter's attorney in fact to enderso instruments received in payment thereof in the name of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the domand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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Appoint Receiver. Lunder shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property proceding foreclosure or sale, and to collect the income from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Will. If Granter remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Granter, Granter shall become a tenant at will of Lender or the purchaser of the Property and shall pay white in possession a reasonable rental for use of the Property.

Other Remedies. Trustop or Lender shall have any other right or remady provided in this Deed of Trust or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Granter hereby walves any and all rights to have the Property marshalled, in exercising its rights and remedies, the Trustee or Lender shall be free to self all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition.

Walver; Election of Ramedies. A walver by any party of a breach of a provision of this Doed of Trust shall not constitute a walver of or prejudice the party's rights otherwise to domand strict compilance with that provision or any other provision. Election by Lender to pursue any remody shall not exclude pursuit of any other remody, and an election to make expenditures or take action to perform an obligation of Grantor under this Doed of Trust after family of Grantor to perform shall not affect Lender's right to declare a default and exercise its remodies under this Doed of Trust.

Attorneys' Fees; Expenses. It concernations any sull or action to enforce any of the terms of this Dood of Trust, Lender shall be entitled to recover such sum as the court may an judge reasonable as atterneys' less at trial and on any appeal. Whether or not any court sotion is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtogness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's atterney fees whether or not there is a lawsuit, including atterneys' fees for bankruptey proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated point-fungment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, this insurance, and fees for the Trustee, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sun a provided by law.

Rights of Trustee. Trustee shall have all of the rights and daily and Lander, as set forth in this section.

POWER AND OBLIGATIONS OF TRUSTEE.

Power of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Lender and Granter: (a) foir in preparing and filling a map or plat of the Real Property, including the dedication of streets or other rights in the public; (b) join in granting any assembnt or creating any restriction on the Real Property; (c) Join in any subordination or other agreement affecting this Dead of Trust or the intrins of Lender under this Dead of Trust; and (d) sell the Property as provided under this Dead of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of ponding sale under any other trust deed or iten, or of any action or proceeding in which Granter, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable start low. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to forecast by notice and sale, and Lender shall have the right to forecast by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law,

Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor truster to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Cook County, Illinois. The instrument shall contain, in addition to all other matters required by state law, the name of the original Lender, Trustee, and Gramor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee. The successor trustee, without contayant a of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This processor is substitution of trustee shall govern to the exclusion of all other provisions for substitution.

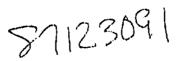
NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Dood of Trust, including without limitation any Notice of Default and any Notice of Sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed a registered or certified mail, postage prepaid, directed to the addresses shown near the top of the first page of this Dood of Trust. Any party may change its address for notices by written notice to the other parties. Londer requests that copies of notices of foreclosure from the holder of any lien which has priority over this Doed of Trust be sent to Londer's address, as shown near the top of the first page of this Doed of Trust. For notice purposes, Granter agrees to keep Londer and Trustoe informed at all times of Granter's current address.

MISCELLANEOUS PROVISIONS. The following provisions are a part of this Dood of Trust:

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, and subject to any provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Applicable Law. This Deed of Trust has been delivered to Lender in the State of Illinois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Deed of Trust and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default. The law of the State of Illinois shall control whether the Property may be sold without judicial foreclosure.

Time of Essence. Time is of the essence of this Deed of Trust.



Property of Coof County Clerk's Office

(Continued) 8

Waiver of Homestead Exemption. Grantor hereby waives and releases the benefit of the homestead exemption as to all indebtedness secured by this Dood of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lander in any capacity, without the written consent of Lander.

Amendment. No alteration or amendment of this Dood of Trust or the Note shall be effective unless in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Dood of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Doed of Trust.

Severability. The unenforceability or invalidity of any provision or provisions of this Doed of Trust as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions of this Deud of Trust, in all other respects, shall remain valid and enforceable.

Multiple Parties. If Granter (including any and all Berrowers executing this Dead of Trust) consists of more than one person or entity, all obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor.

EACH GRANTOR / JK HOWLEDGES IT HAS READ ALL TO ITS TERMS.	OF THE PROVISIONS OF THIS DEED OF TRUST	AND EACH GRANTOR AGREES
X Whilam G. Crowley	x Mary	to Crowley
INDIVIDU	IAL ACKNOWLEDGMENT	GI FT 28 WM 9
STATE OF /LLINGIS	.)	
COUNTY OF COOK) as .)	\$46.9
On this day before me, the undersigned Notary Public, pare be the individuals described in and who executed the Dood of act and deed, for the uses and purposes therein mentioned.		•
Given under my hand and otheral seal this 2014.	day of February, 10	87
Notary Public in and for the State of	Resiring at My commission expires 6-6-8	
REQUEST (To be used on)	FOR FULL RECONVEYANCE by when obligations have been said in full)	
To:	iblio	
The wickerigned is the logal owner and holder of all indebteds folly paid and shiffeld. You are hereby directed, upon paymer mediately the lyote secured by this Dood of Trust (which is a logal parties, designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust, I appropriately designated by the terms of this Dood of Trust.	iont to voil linder the forme of this Dood of Tours or ou	irisuant to any applicable statuto, d to reconvey, without warranty, _ Please mail the reconveyance
00:	Banoficlary:	M. Naman . Takai makai kalabanan ikimi diskapa ya managadakakakana
	By:	
22 DEN DAG (Ir) Ver 2.13 (c) 1997 by CFI Bankers Bervice Group, Inc. All ri	ights reserved.	

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