1400 UNOFFICULAL CO THE TERM "MATTESON-RICHTON THE SHALL MEAN "BEVERLY BANK-MATTESON"

t and the same of	_	
THIS INDENTURE, made	3 198 <u>. 8</u> . bi	01w901
Robert J. Kennedy & Bernice H. Kennedy, his wife of 343 Minoequa, Park-Forest, IL	60466	
(the "Grantor") and MATTESON-RICHTON BANK (the "Trustee")		
Concurrently herewith Grantor has executed a Line of Cradil Agreement to open a line of credit with Matteson-Richton Bank and has executed a Pronto MATTESON-RICHTON BANK in the principal amount of \$		
loan under the Line of Credit Agreement which shall bear interest on the unpaid principal defence from time of the per annum rate as hereinafter desc a revolving credit and the lien of the Trust Deed secures payment of any existing indebtedness and future advances made pursuant to the Note to the Sa advances were made on the 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 an at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at	me extent as if such youtstanding indebte ont eithe sods	1 future Odnosi Iex rate
as hereafter defined, shall commence on the 2nd day of June		
hereafter with a final payment of all principal and accrued interest due on	3 , 19 <u>93</u>	
The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the announced prime rate of interest of Harris Trust and Savings to 12 th day of each month during the term hereof. In the event Harris Trust and Savings Bank discontinues announcing or establishing a prime.		
Rate shall thereafter be the Bank Prime Loan Rate on the12th day of each month during the term hereof as set forth in Federal Reserve by the Federal Reserve Board. To secure the payment of the principal balance of and all interest due on the Promissory Note and performance of the agreements, terms and condigerement, and for other good and valuable consideration, the Grunter does hereby grant, temise, mortgage, warrant and convey to the Trustee, its su	tions of the Line of	Credit
ollowing described real estate of Park Forest County of Cook and State of 111 inches		to wit:
Lot Twenty (20) in Block Ninety-Five (95) in Village of Park Forest Area No. Four subdivision of part of the East 1/2 of Section 35 and the West 1/2 of Section 36,		
North, Kange 13 East of the Third Principal Meridian, according to the plat thereo the Recorder's Office of Cook County, Illinois, June 25, 1951 as Document 15107640	of recorded	lin
the Village of Park Forest, County of Cook, and State of Illinois. PTN: 31-35-206-032 CKI, 343 Minocqua, Park Forest, Illinois 60466	, srcuate	•••

heraby releasing and waiving all rights under and by virtue of any homestead examption laws, together with all improvements, tenements, gasements, fixtures and appurtenances thereto belonging, and all rents, issues and profits there is fand all apparatus, 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 declared to be part of the real estate whether physically attached thereto or not (all of which property is hereafter referred to as the "Premises") to have any to hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust

- 1. The Grantor agrees to (1) promptly repair, restore out abound any buildings or improvements now or hereafter on the Pramises which may become damaged or be desired. 1. The Grantor agrees to (1) promptly repair, restore could be all any buildings or improvements how or hereafter on the Pramises which may become damaged or be destroyed. (2) keep said Premises in good condition and repair, without raste, and their from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereot. (3) pay when due any indebtedness which may be secured by a lien or children in the Premises superior to the lien hereot. (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof. (5) retrain from making material alterations in said Premises except as required by law or municipal ordinances. By enably attaches all general taxes, and pay special taxes, special as its manter charges, sower service charges, and other charges against the Premises when due and upon written request, to furnish to Trustee or to holders of the Note duplicate facilities for just therefor, (7) pay in full under protest in the manner provided by statute, any lax or assessment which Grantor may desire to contest, and (8) keep all buildings and improven...of it would have a suffered to the first placement cost in an amount sufficient to pay in jult all indebtedness secured hereby and all prior liens at in companies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, to a manual technologies which has a prior lien, if any and then to Trustee for the benefit of the holder of the Note, whe standard mortizer to be attached to apply the standard mortizer to the holder. 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, a' unp, id 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 dea hio' any party to the Note, 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 party shall hable on the Note, whether the benefit of creditors, or if a receiver of any such party's property shall be, up inhed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party and if filed against the party shall not be relief of debtors. Buckton Bank now or from time to time by Grantor is false or incorright; in a material respect.
- 3. The Trushe or the holder of the Note may, but need not, make any payment or perform any not to fe paid or performed by Grantor and may, but need not, make any payment or perform any tax sile or to their proof lies or claim thereof, or redeem from any tax sale or fortesture affecting the Frameses or consent to any tax or assessment upon the failure of Grantor, or do so. All moneys paid for any of the purposes herein authorized and lexpenses paid or incurred in connection therewith, including alterneys' fees, and any other moneys (dvan ed by Trushee or the holder of the Note to protect the Premises and the lies hereof, shall be additional indebtedness secured hereby and shall become immediately due and babble without notice and with interest thereon at the rate per annum set forth in the Note Inaction of Trustee or holder of the Note shall never be considered as a waiver of any right account of any of the provisions of this paragraph is the berefly agreed that upon preciousing whether is a delicinary upon the sale of the Premises, the high of the cartificate of sale shall be neithed to any insurance. set form in the Note inaction of trainer or motivation and a very decided as a warrant or any name according to their provisions of this paragraph in is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the highest forecast disturbed in connection with the Premises. The Trustee or the holder of the Note hereby secured making any parment hereby authorized relating to taxes or assessments. may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax little or claim thereof.
- to prosecute such such of to evidence to braders at any sale which may be had pursuant to such decree the true condition of the title to 6-, are very of the tremises. All expensions shall become additional individences secured hereby and immediately due and payable, with interest thereon at the Note are 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 should be a retry, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby securized, or (b) preparations for the commencement of any soil for air for idebtedness hereby securized, or (b) preparations for the commencement of any soil for air for idebtedness hereby security interest. (b) day written notice by Trustee to Grantor, preparations to the claims of any threatened suit or proceeding which might affect the Premisus or the security hereof, whether or not actually communiced.
- 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 indebtedness additional to that evidenced by the Note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear
- 6 Upon, or at any time after the Itling of a bill to foreclose this Trust Deed, the Court in which such bill is filled 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, flable for the payment of the indebtedness secured hereby, and without regard to the their 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 powder of collect the rents. and invited neterinate may be appointed as such receiver. Such receiver shall have power to conect the refus, issues and profits of sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention 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 indebtidness secured hereby, or by any decree for loreclosing this Trust Dead, or any tax, special assessment or other here which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure said. (2) the deficiency. cy in case of a sale and deliciency.
- 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
- 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 with a lion which has priority over this Trust Deed. Granter agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such inoneys in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of flazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Holder's of the 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 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 sums secured by this Trust. Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor. Grantor's successors in interest, or any guaranter or surely thereof. Trustee or the Holder of the Note shall not be deemed, by any act of emission or commission, to have waived any of its rights or remedies hereinder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set torth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other 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 Osed or accelerate the maturity of the indebtedness secured by this Trust Osed in the event of Grantor's default under this Trust Osed.
- 10. The coverients and agreements herein contained shall bind, and the rights hereuder shall inure to, the respective successors, heirs, legatees, devisees 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 cy 15

and to release homestead rights, if any, (b) it no possess the land of the Note and solder of the Note and any other Grantor hereunder may agree to extend, modify, for ear only a same any they accommed those with payer to the ferms of this T ust Design the Note, without that Grantor's consent and without releasing that Grantor's modifying this in still be table to hat G antor's interest in time P emises. 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 hered, not be liable for any acts or omissions hereunder, except in case of its own gross riegligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given 12. Trustee shall release this Trust Deed and the lien thereof by proper Instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. 13. Trustee or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose 14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all sides. 15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the fvote referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable 16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though to such invalid portion had ever been included herein. N/A 17. If this Trust Deed is executed by a Trust, N/A executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Trust Deed shall be construed as creating any liability on N/A personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability if any, being expressly waived, and that any recovery on this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of caid Nr.e. but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Nr.e. SEE ATTACHED RIDER FOR ADDITIONAL TERMS AND CONDITIONS IN WITNESS WHEREOF, Granual(s) has/have executed this Trust Deed. Pernice H. Kennedy

Grantor Bernice H. Kennedy May 3. 1988 May 3, 1988 Individual Grantor 8 ATTEST: COOK COUNTY, ILLINO'S FILED FOR RECORD 88204762 1988 NAY 1.3 PN 2: 06 , STATE OF ILLINOIS SS Robert J. Kennedy and Bernice H. COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that Kennedy, his wife sonally known to me to be the same person whose name(s) is subscribed to the forespine. responsibilities and the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this only 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. My Commission Expires My Commission Expires March 7, 1989 STATE OF ILLINOIS COUNTY OF 1, the undersigned, a Notary Public in and for the County and State storesaid, DO HEREBY CERTIFY that Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument

This document prepared by and please mail to: K. Bethke, Beverly Bank-Matteson Rt. 30 ε Kostner Av. MAtteson, IL 60443

B04.15

as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth

as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seat of said corporation, did affix the said corporate seat of said corporation to said

My Commission Expires:

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GIVEN under my hand and official seal, this

UNOFFICIAL COPUSED IN THIS DOCUMENT.
THE TERM "MATTESON-RICHTON BANK"
SHALL MEAN "BEVERLY BANK-MATTESON"

RIDER TO MATTESON-RICHTON BANK TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

This Rider to Trust Deed m	nade May 3	, 19 88
between Robert J. Kennedy & Bernice H. and MATTESON-RICHTON BANK (the "T	Kennedy his wifthe	"Grantor")
		_
 The following sentence si unnumbered paragraph of the Trust 	hall be added to the Deed:	ne second,
"The annual interest the Line of Credit shall not (20 %)."	rate applicable to exceed Twenty po	the ercent
If this Rider to Trust Dee		a Trust, tes this
Rider to Trust Deed as Trustee as	s aforesaid, in the	exercise
of the power and authority con it as such trustee, and it is	iferred upon and ' s expressly under	vested in stood and
acreed by Tiustee and the Hold	er of the Note h	erein and
by every parson now or hereaf security hereunder that nothin	ter claiming any of contained herei	right or n or in
the Note secured by this Trus	t Deed shall be	construed
as creating any liability on personally to pay said Note or a	ny interest that m	ay accrue
thereon, or any indebtedness accr any covenants either express or	uing hereunder or t	c perform
all such liability, if any, be	elna expressiv wal	vec, and
that any recovery on the Trust hereby shall be solely against	Deed and the Note	e secured
hereby conveyed by enforcement	of the provision	s herecf
and of said Note, but this wait the personal liability of any so	er shall in no we -maker, co-signer,	endorser
or guarantor of said Note.	5	
IN WITNESS WEEREOF, Grantor	(v) has/have execu	ted this
Rider to Trust Deed.		
INDIVIDU	ALS	
DIIIV	" B C/ 1/ 4	V -
Individual Grantor	X Derni H. X Individual Granto	ennedy
Robert J. Kennedy	Bernice II. Kenned	dy
Date: May 3, 1988	Date: May 3, 1988	
		Z
Individual Grantor	Individual Granto	0
Date:	Date:	

TRUST

Not personally Trustee aforesaid

By: Its:

G1/19

UNOFFICIAL COPY

s:	TATE	OF	ILLI	NO	S)
001111011	O.E.		Cook	•	SS:	
COUNTY	OF		COOK	,		

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mobert J. and Bernice H. Kennedy personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Very Stace
Notery Public

My Commission Expires:

My Commission Expires March 7, 1989 , 19

STATE OF ILLINOIS) SS:

County and State afcresaid, DO HEREBY CERTIFY that

President of

A CORPORATION,

and

Secretary of

said corporation, personally known to me to be the same
persons whose names are subscribed to the foregoing
instrument as such

Secretary, respectively, appeared before me this day in
person and acknowledged that they signed, sealed and
delivered the said instrument as their own free and voluntary
acts, and as the free and voluntary act of said corporation,
as Trustee, for the uses and purposes therein set forth;
and the said

Secretary did also then and there
acknowledge that he, as custodian of the Corporate seal
of said corporation, did affix the said corporate seal
of said corporation to said instrument as his own free
and voluntary act, and as the free and voluntary act of
said corporation, as Trustee, for the uses and purposes
therein set forth.

GIVER under my hand and official seal, this day of _____, 19___.

	Notary	Public	
My	Commission	Expire	5 :
			19

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