TO SECURE REVOLVING LINE OF CREDIT

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| drawn and specific and the contract of | and the second of the second o | in the property of the second second | the property of the control of the c | at the second get all forms. | and the second section in the contract of |
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| THIS INDENTURE, made _ | September 7 | , 198 <u>,</u> belween _ | Richard Mol | Marron and | N. B. Berger, Carrier B. Strager, and to |
| payed has highly number on the | Cynthia K Marron | end of the second of | 11726 Leaming | ton, Alsip IL " | error or present that \$1 |
| (the "Grantor") and BEVERLY | Gynthia K Marron (BANK (the "Trustee"). | and the state of t | | | Barrer (1997) (1 |
| | or has executed a Line of Cradit Ag | reement to open a line of cr | edit with Baverly Bank an | d has executed a Promissory | Note made payable to BEVEAL' |
| BANK in the principal amount o | reement which shall bear interest o | n the unpeld principal balar | nce from time to time at a | per annum rate as hereinaffe | to evidence the maximum |
| a revolving credit and the lien of advances were made on the da | the Trust Dead secures payment to hereof and regardless of wheth | of any existing indebtedness or or not any advance has | ss and future advances of been made as of the de | nade pursuant to the Note to ite of this Trust Deed or whe | the same extent is it such tulur ther there is any outstanding in |
| | iture advances. Payments of all ac | | | | |
| as hereafter defined; shall cor | mmence on the 21st day | of Colone Colone Colone | 19.03 | , and continue on the _ | ZERE day of each mont |
| thereafter with a final payment of the "Index Rate" of interest is a month during the term becast | of all principal and accrued interest a variable rate of interest and is de | st due on Septemb fined in the Note as the ar | er 7 mounced prime rate of in | terest of Beverly Bank as de | 1994 termined on the first day of each |
| To secure the asyment of th | e principal balance of and all inter | est due on the Promissory | Note and performance of | of the agreements, terms and | conditions of the Line of Credi |
| Agreement, and for other good following described real estate of | and valuable consideration, the G | County of | remise, mortgage, warrai Cook | and convey to the Trustee | nois nois |
| Lot 2 in Lucille | s Subdivision of L | ot 2 in Drzewi | ecki's Subdiv | ision of Lot 169 | in Cicero Avenuo |
| Acres, being a su | ibdivision of the S | outh East quar | ter of Section | n 21, Township 3 | 7 North, Range 13 |
| East of the Third | l Principal Meridia | n, in Cook Cou | nty, Illinois | general de la companya de la company | man in leaving myself (1). A second of the control of the control of the sequence and the control of the control of the control |
| Ť | <i>*</i> | | | | and the second of the president |
| TAX IDENTIFICATION NUMBER | : (4-21-416-021 | AKA: 11,726 | "Leamington, A | Alsip IL | |
| hereby releasing and walving all | rights ', de' and by virtue of any | wal noligmexe baeleğinorl | s, together with all Impro | vements, tenements, easemo | ints, fixtures and appurtenance: |

- thereto belonging, and all (ents, issues and pr. (its thereto and 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 set, it light, and continued 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 and whole hereafter referred to as the "Premises") to have and whole hereafter referred to as the "Premises") to have and whole hereafter referred to as the "Premises") to have and whole hereafter referred to as the "Premises".
- set forth in this Trust Deed.

 1. The Granto: agrees to: (1) promptly repair, test: or rebuild any buildings of improvements now or hereafter on the Premises which may become damaged or be destroyed?

 (2) keep said Premises in good condition, and apair, without "sate, and free from mechanic's or other flens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be sected by a lit not enterpress superior to the lien hereof; (4) comply with all requirements of taw or municipal ordinances with respect to the Premises and the use thereof; (5) refrain. "Taking material alterations in said Premises sucept as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, sage: a sase-strickts, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to turnish to Trustee or to holders of the Note duplic, etc. elepts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which are not elepts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which under policies at either the full replacement cost in an amount sufficient to nay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the holder of the Note, or the lien here in any and then to Trustee for the benefit of the holder of the Note. of the Note, under insurance policies payable, in case of loss or damagri, to a mortgagee 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 be attached.
- 2. At the option of the holder of the Note and without further notice to G an or 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 or 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 rusth of 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; or (iv) if any party is property shall be filled by or against any such party is property shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and if filled against the party shall be filled by or against any such party and the filled by or against any such party and if filled against the party shall be determined or furnished to Beverly Bank now or from time to time by Grantor is talse or incorrect or a material respect.
- 3. The Trustee or the holder of the Note may, but need not, make any payment or 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, il any, and purchase, discharge, compremise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment upon the failur and Grantor to do so. All moneys paid for any of the purposes herein authorized from any tax sale or fortellure affecting the Premises or consent to any tax or assessment upon the fatty of Granton to do so, at moneys paid for any or the purposes herein authorized and all expenses paid or incurred in connection therewith, including allorineys' fees, and any other moneys advanced by Trustee or the holder to the holde to protect the Premises and the lien hereol, shall be additional indebtodness secured hereby and shall become immediately due to payable 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 action of the premises, here the certificate of sale shall be antitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the holder of the Note hereby secured making any agreent hereby authorized relating to taxes or assessment of the premises. The Trustee or the holder of the Note hereby secured making any agreent hereby authorized relating to taxes or assessment of the premises. The Trustee or the holder of the Note hereby secured making any agreent hereby authorized relating to taxes or assessment of the premises. The Trustee or the holder of the Note hereby secured making any agreement sets in order to the course of such bill, statement or astimate or into the appropriate public office without inquiry in the accuracy of such bill, statement or astimate or into the appropriate public office without inquiry in the accuracy of such bill, statement or astimate or into the appropriate public office without inquiry in the accuracy of such bill, statement or astimate or into the appropriate public office without inquiry in the accuracy of such bill, statement or astimate or into the accuracy of such bill, statement or astimate or into the accuracy of such bill, statement or astimate or into the accuracy of such bill, statement or astimate or into the accuracy of such bill, as a such as a s validity of any tax, assessment, sale, forfeiture, tax tien or title or claim thereof.
- validity of any tax, assessment, sale, forfeiture, tax iten or title or claim thereof:

 4. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the holder of the core or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the deuter or sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for reasonable attorneys' leas, Trustee's leas, appraiser's leas, of the decree of producing, all core abstracts of title, little searches and examined there is a publication costs and costs (which may be estimated as to leas to be expended after entry of the decree) of producing, all core abstracts of title, little searches and examined the project of the core of the
- 5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account if 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 irim, 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.
- 5. Upon, or at any time after the filling of a bill to forectose 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 persons of persons, if any, fiable for the payment of the indebtedness secured hereby, and without regard to the then valuated the Premises of 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 sald Premises during the pendency of such foreclosure. sulf and, in case of a sale and a deliciency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Granior, 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 indebtedness secured hereby, or by any decree for foreigning this Trust Deed, or any tax, special assessment or other ilen which may be or become superior to the ilen hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 7. The Trust Deed is given to secure all of Grantor's obligations under both the herelofore 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 lien which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys used to 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 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 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 guarantor or surrety thereof. Trustee or the Holder of the Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically, set forth in the writing, a waiver as to ane 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 lies or charges by Trust Deed or Grantor's default under this Trust Deed. accelerate the maturity 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, helis, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (of Grantor's successors, helrs legalees, 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-signifing this Trust Deed only to encumber that Grantor's interest in the Premises under the item and terms of this Trust Deed and to

release homestead rights, it any, (b) is not pe son ith hab a in this hole of under the Trust Devolution of the Note and any other Grantor hereunder may agree to extend, modify, forbear, or make any other common attions with right doubt a cithis Trust Devolution of the Note and any other Grantor hereunder that Grantor or modifying this Trust Devolution and Grantor interest in the Plannics.

- 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 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 eltrated 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 hereinder.
- 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 Note 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 unanforceable or is invalid or contrary to the law of littinois 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 no such invalid portion had ever been included herein. 17. If this Trust Deed is executed by a Trust, 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 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 accvery 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 said Note. IN WITNESS WHEREOF, Grant (13) has/have executed this Trust Deed. Individuals Individual Grantor Date: Individual Granto not personally but as Trustee aloresaid DEPT-01 RECORDING 1RAH 9869 09/11/89 09:30:00 T#2222 ATTEST 44181 # 13 ***-89-424937** COUNTY RECORDER COCK STATE OF ILLINOIS SS COUNTY OF Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that. Chard M Marron & Cynthia K. Marron personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared by to, 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. 17 GIVEN under my hand and official seal, this "OFFICIAL SEAL" POTENCIANO P. VARILLA Notary Public, State of Illinois My Commission Expires My Commission Expires 7/13/92 STATE OF ILLINOIS SS COUNTY OF I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that President of Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the toregoing 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 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. GIVEN under my hand and official seal, this _ Notary Public

My Commission Expires:

89424937

This instrument was prepared by and please mail to:

(Name and Address)

FORM: 32905-11/B4
Reorder from ILLIANA FINANCIAL, INC. (312) 598-9000

JAMES R. LUCHRIE

BEVERIN DANK 1957 West 100rd Stelet

Chicago, filinois 60043