

South Chicago Savings Bahk AL COPY

To Secure Revolving Line of Credit

South Chicago Savings Bank as Trustee under Trust THIS INDENTURE made September 16 19 89 between Agreement dated December 5, 1987 and known as Trust Number #11-2562 9000 Kenneth Skokie, Illinois 60076

(the "Grantor") and South Chicago Savings Bank (the "Trustee").

evidence the maximum loan under the Line of Credit Agreement which shall be all interest of the maximum loan under the Line of Credit Agreement which shall be all interest of the original belief the Note evidences a revolving credit and the lien of the Trust Doed secures payment of any existing inclinitedness and future advances made pursuant to the Note to the same extent as if such future 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 Doed or whether there is any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at one (1%) percent above the Index Rate as hereafter defined, shall be due lifteen (15) days after the date of the monthly periodic statement for each billing cycle beginning in the first month after the initial disbursement under the Line of Credit with a final payment of all principal and accrued interest due on or after

,2009. The Suptember 16. September 16, 1994 , on demand by the Trustee for payment in full, but in any event no later than "Index Rate" of interest is a variable rate of interest and is defined in the Note as the prime rate of interest as published in The Wall Street Journal on the sixteenth (16th) day of each month during the term hereof. In the event The Wall Street Journal discontinues announcing or establishing a prime rate of interest the index Rate shall thereafter be the Bank Prime Loan Rate on the sixteenth (16th) day of each calendar month during the term hereof as set forth in Federal Reserve Statistical Release H.15 first published by the Federal Reserve Board after the sixteenth (16th) day of each calendur month

To secure the payment of the principal balance of and all interest due on the Promissory Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its

successors and assigns the following described real estate of

Village of Skokie

Cook

and State of Illinois, to wit:

Lot 16 in Block 14 in Krem and Dato's Devonshire Manor a Subdivision of the South 5 of Section 15, Township 41 North, Hange 13 Fast of the Third Principal Meridian, In Ccot County, Illinios.

Permanent Tax No: 10-15-314-027-0000

Commonly Known as: 5000 Kenneth

Skolie Illinois 60076

004

504**61**455

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, logisther with all improvements, tenements, susements, fixtures and appurienances thereto belonging, and all rents, issues and profits thereof and all apparetus, aquipment or articles now or hereafter located on the real extate and used to supply heat, gas, air conditioning, water, light, power, rafrigaration and ventilitie in all of which are delicated to be a part of the real estate whether physically attached thereto or not (all of which property is horeafter referred to as the "Premises") to buye 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 the Trust Dead.

- 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 machinic'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 title or any interest in the Premises or assigning all or any portion of the Buneficial Interest of the Land Trust executing this Trust Oned, 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 making material anerations in said Premises except his required by law or municipal ordinance, (7) pay before any penalty attaction 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 furnish to Trustee or to holders of the Note duplicate receipts therefor (8) pay in furnish to Trustee or to holders of the Note duplicate receipts therefor. (B) paying full under protest in the manner provided by statute, any tax or assessment which. Granter 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 after the full replacement. cost of to pay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, 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 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 Dond 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 Note. Line of Credit Agreement of this frust Dand, whether maker, endorser, quaranter, surety or accommodation party, or (iv) if any party liable on whether as maker endorser quaranter, surely or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any auch party is property in the measurement of the party in the financial background of the party is property in the measurement of the party in the financial background in the financial field against the party and if the diagnost the party and in the relation of the party and in the financial field of the party and in the p incorrect in 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 parbal payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other phor lien or title or claim thereof, or redeem from any tax sale of

- forofeiture affective the Promises or consent to any tax or assessment upon the failure of Grant of to do so. All moneys paid for any of the purposes herein authorized and all exponses paid or incurred in connection therewith, including attorneys' toes, and the other moneys advanced by Trustee or the holder of the Note to protect the Uses and the line hereof, shall be additional indebtednoss secured hereby and theil become immediately due and payable without nose socured hereby and theil become immediately due and payable without notice and with interest the root at the rate per annum set forth in the Note inaction of Trustee or hold, or the Note shall never be considered as a waiver of any right accoung to them or account of any of the provisions of this paragraph it is hereby agreed that upon to relesse, the finite of the cartificate of sale shall be entitled to any insurance proceeds likely sed in connection with the Premises the Trustee or the holder of the Note for aby secured making any payment hereby authorized reinting to taxes or as as a secured making any payment hereby authorized reinting to taxes or as as a secured making any payment and processes the first agreement or estimate processes and a secured from the accountry of such bill, statement or estimate patitic of the validity of any tax assessment, sale, forfaiture, tax lien or aller or claim thereof any tax, assessment, sale, forfaiture, tax lien or ville or claim thereof
- 4. When the indebtedness hereby secured that become due whether by accelerates nor otherwise, the holder of the Note occuutee shall have the right to foreclose the line herent to any suit to foreclose the line hereof, there shall be allowed and included as additional indiptedness in the decree for sale all expanditures and expension 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, outleys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be entimated as to tiems to be expanded after antry of the decrees of procuring all such abstracts of little, filled smirches and examinations, guarantee policies, Lerrens certificates, and similar data and assurances with inspect to title as frustee of the holder of the Note may deem to be reasonable necessary either to prosecute such such such or to systemes to tidder, 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 expenses shall become additional indebtedness accured hereby and mmediately due and psymble, with interest thereon at the Noter rate per anum, when paid or incurred by Trustee or holder of the Note in connection with (a) any proceeding, including probate and bankruptry proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Cood or any indiplodness bornby ancured; or (b) preparations for the commencement of any suit for the foraclinium heraut after accruated such right to foraciose whether or not actually communicad, or (c) following fifteen (15) days written notice by Trusten to Grantor, preparations for the defense of any threatened and or proceeding which might affect the Premises or the security hornof, 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 coats 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 he principal and interest remaining unpaid on h Note, fourt, an over plus to Grantor, its legal representatives or assums a their rights have pose.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said Premises. Such ap pointment 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 se cured 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 Trusiee here. under 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 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 indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special assessment or other field which may be or become superior to the lien 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 Granton's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Grantor comtemporaneously herewith. All the terms of said Note and Line of

Credit Agreement are hereby incorporated by reference herein

B 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 of trust or other security agreement with a lien which has priority over this Trust Deed Grantor, grees to execute such further documents as may be required by the condemnation (with only to effectuate this paragraph Trustee is hereby irrevocably 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 Jisposition or settlement of proceeds of hazard insurance. No settlement for undermation damages shall be made without Trustee and the holder of the Note consenting to san

9. Extension of the time for payment, acceptance by True ee 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 Tr. at Direct granted by Trustee to any successor in interest of Grantor, or the waiver or failure to ercise any right granted herein shall not operate to release, المريات بالمراجعة ercise any right granted herein shall not operate to release, المراجعة المر flability of the original Grantor, Grantor's successors in interest, or i my juarantor or surety thereof. Trustee or the holder of the Note shall not be deemrid, by any act of omission or commission, to have waived any of its rights or windles hereunder unless such waiver is in writing and signed by said party. Any luch waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to an other event. The procurement of insurance or the payment of taxes, other lien. or charges by Trustee or holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Doed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Granton's detault 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 ac commodations 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 Dood 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 ex ercise any power herein given unless expressly obligated by the terms hereof nor be liable for any acts of 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

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 bereat 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 Prem sees at all reasonable times and access thereto shall be permitted for that

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 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 of 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 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 farms and provisions of this Trust Deed shall subsist and be fully at fective the same as though no such invelid portion had ever been included herein

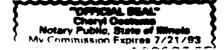
· · · · · · · · · · · · · · · · · · ·		
	iss/have executed th	as Trust Deed
	DUALS	
Individual Grantor		
Oate		• ,
Individual Grantor		
Date		
individual Grantor		
Date		
Individual Granter		
Date		
If this Trust Deed is executed by a Trustee as and authority conferred upon and vester understood and agreed by Trustee and every person now or hereafter claiming aing contained herein or in the Note secur	aforesaid, in the exe d in it as such Trustee, of the holder of the Ni iny right or security he red by this Trust Deed i	rcise of the power, and it is expressly ote herein and by reunder that notheshall be construed.
as creating any liability on the South	Onicago Savings	Bank
personally to pay said Note or any inter- debtedness accruing hereunder or to pe implied herein confained, all such liabil that any recovery on this Trust Deed and against and out of the Premises hereby of ions hereof and of said Note, but this we liability of any individual grantor or any signer, endorser or guarantor of said N	est that may accrue tendem any covenants ity, if any, being exprite Note secured her conveyed by antorcer is not in no way a y individual borrower ote	thereon, or any in- seither express or essly waived, and eby shall be solely ment of the provis- flect the personal
South Chicago Savings Bank		
not personally but as Trustee aforessid		
Attest:	···	
By Thomas Section		
the Trust Officer)	
STATE OF ILLINOIS)		
) SS		
COUNTY OF)	B	
I, the undersigned, a Notery Public in and for the that	•	me to be the same
perron(s) whose name(s) are subscribed to the fore		
per on Pild acknowledged that he sign fri a and voluntary act, for the uses and		
and waive of the right of homestead.	pulposes tileram set ionii,	merading the release
BIVEN under my reand and official seal, this	day of	. 10
Notary Public		,
My Commission Expires		
Attest:		
lts .		
2,		
STATE OF ILLINOIS)		
COUNTY OF	Joseph	
I, the undersigned a Notery Public in end for the that Mary Bray Trust Off 1	Courty ard State aloresaid. CC11	, DD HEREBY CERTIFY Xrman (XXX
of South Chicago Savings Bank	CÓ	a corporation, and
Timothy J. Finlon Asst Cashier	Sold lick X of	
personally known to me to be the same persons instrument as such _TTUST_D111001 ********************************		
instrument on such TITUST 011) COT XXXXI Asst. Cashier muthis day in person and acknowledged that they sig	aned, sealed and delivered i	the said instrument as
their own free and voluntary acts, and as the free and	oregulary act of said corpo	oration, as Trustee, for
the uses and purposes therein set forth, and the ser		
and there acknowledge that he as Custodian of the	Emporate Seat of said Cor	position did affix the

the free and voluntary act of said Corporation, as Trustee, for the uses and purposes therein set forth BIVEN under my hand and official seal, this of Adday of المنافعة المنافعة

Markey . True por the de Notary Public

My Commission Expires

19



SOUTH STATES

UNOFFICIAL COPY

RIBBA TO COTTEL CHETAGO GAVERGE BAIR. THEOTY DEED TO TRUTCE REVOLVING TONE OF CREETE

This Fider to Trust Need made September 16, , 1789, between South Chicago Savings Bank as Trustee under Trust Agreement dated December 5, 1987 and known as Trust Number # 11-2562
Transist ที่ ที่พัฒนาที่ 18 (เลียง เกียร์
in following sentence digit be mided to the content property of the Trust Deed:
"The remove interest rate applicable under the arter shall not exceed <u>TWENTY</u> per east 20
. For TME No MENNEY et. (dreathoute) prosflower x coated toler hiter to that four.
THE TYLDUALS
Individual Original
Individual immittee
individual Granter
Individual Granter
consisted to Trust beel is executed by a time to execute this Rider to Trust. Beel in the execute of the pewer and containing conferred upon and verted in it as such Trustee, and it is expected upon and verted in it as such Trustee, and it is expectely understood and agreed by Trustee and the holder of the Note herein and by every person how or beneather explained any might on security by their trust. Deed there is a minimum any mightly on the person by the plant of the Note in a country any findility on the person by the plant of the Note is a minimum of the person of the expects as implied herein explained, all authorized to either express as implied herein explained, and that any recovery of the Trust be limit to Note secured hereby could be noted, appained on the office of the Promises hereby could be noted, appained on the provisions hereby country of the minimum of the provision for the personal limitity of any inflying prentor or any insighted because or co-ambor, as-aigmen, ender her of personal or the limit to the
ni Mariani
South Chicago Savings Bank ညီကို မှုက်လော်ပါ (၂) မိုင်းကို မြောက်မြောက်မှာ မြောက်မှာပေရှိ
Actent: Lydley 192
Trust Officer

Motary Public, Plante or thought and the continue of the conti

UNOFFICIAL COPY

COUNTY OF) SS:	
County and State aforesai	Notary Public in and for the d, DO HEREBY CERTIFY that personally known s) whose name(s) are subscribed
in person and acknowledged and delivered the said inst	that signed, nealed rument as free and and purposes therein set feath,
CIVEN under my hand ar day of, 19	nd official seal, this
96	
0/x.	Notary Public
9	My Commission Expires:
Ox	, 1"
í C	
STATE OF ILLIMOIC)	
CCUNTY OF }	
I, the undersigned, a M County and State aforesai Mary Bray, Trust Officer	Notary Public, in and for the d, DD HEREBY CORTIFY that of
	a corporation, Cashier SHOKANNAN of said to me to be the same persons
whose names are subscribed t	o the forecoing instrument as
SHOOM TOST OFFICE A	RXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
person and acknowledged that the the said instrument as their	ney signed, scaled and delivered own free and voluntary acts,
ani as the free and voluntar Trustre, for the uses and pu	y act of said corrolation, as irposes therein set forth; and
the said Asst. Cashier Sec acknowledge that he, as Cus	retary did also then a d there todian of the Corporace Seal
of said Corporation, did aff	ix the said Corporate Seal of strument as his own free and
voluntary act, and as the fi	tee and voluntary art of said the uses and purposes therein
set forth.	the dises and purposes therein
day of Acolember my hand an	d official scal, this KAN.
	Notard Public
	My Commission Expires:
	. 19
	
) THICKL SEAL")