CONTROL FOR STORY OF BURNONS (CONTROL OF BURNISHW 88)

100 9 belween John M. Lonosky and Darlene M. Lonosky (Married October 5 :-THIS INDENTURE, made . to each other) As joint Tenants with right of Survivorship -of 5317 Franklin, Oak Bawn, 111. (the "Grantor") and BEVERLY BANK (the "Trustee").

the fire government that we consider the majorithment of the many the many the month of the consideration of the Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit with Beverly Bank and has executed a Promissory Note made payable to BEVERLY 49,900.00 BANK in the principal amount of \$. igan under the Line of Gredit Agreement which shall bear interest on the unpaid principal balance from time to time at a per ennum rate as hereinafter described. The Note evidences a revolving credit and the lien of the Trust Deed secures payment of any existing indebtedness and luture advances made on the Note to the same extent as it 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 Deed 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 ... per cent above the index rate as herselfer defined, shall commence on the 21st day of NOvember 18 89 and continue on the 21st day of each month theresher with a final payment of all oringinal and accrued interest due on October 5 October 5 19194-10 101 thereafter with a final payment of all principal and accrued interest due on 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 Severly Bank as determined on the tirst day of each month during the term hereof

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 Truetee; the euccessors and easigns the following described real satate of Oak Lawn, County of COOK and Stage of COOK and

Lot 5 and Lot 6 in Block 21 in Minnick's Oak Lawn Subdivision in the Northwest % and the West 20 sacress of the Northeast & of Section 9, Township 37 North, Range 13 Bast of the Third a we because The Color where the growt Base the look of the arm in Talendh dust is the truth behave and ground baselias out if additions bead issue to the environes too to be business behave the source of a source of the source of the colored and the source of the s Principal Meridian in Cook County, Illinois. and a tipe two are poster law on o

74-09-120-005 & 006 AKA - 5317 Franklin, Oak LAwn, 111. 89493484 TAX IDENTIFICATION NUMBER:

- hereby releasing and waiving all rights or der and by virtue of any homesteed exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profit thereof and all apperatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, 'defrigeration and very illation,' all of which are declared to be part of the real estate whether physically attached therefor or not (all of which property is hereafter referred to as the "Premises") to have a sin hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust set torth in this Trust Deed.

 1. The Grantor agrees to: (1) promptly repair, restrict 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereot; (3) years and premises and the use thereof; (3) all or or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (5) helical from material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any written request, to furnish to Trustee or the premises when due, and upon written request, to furnish to Trustee; or to holders of the Note with end of the Note, under insurance policies at either the full replacement cost in an amount sufficent to pay in full under profess insured against loss or damage by lire, or other casualty under policies at either the full replacement cost in an amount sufficent to pay in full indebtedness secured hereby and all prior Lens all in companies satisfactory to the holder of the Note, rights to be evidenced by the standard mortgage clause to be attr
- such rights to be uniquenced by the standard mortgage clause to be attrict, onto each policy.

 2. At the option of the holder of the Note and without further notice to Clarity, 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 datum, 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 society hereby; or (iii) upon the of all of any party to the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iii) if any party listble on the Note, whether as maker, endorser, guarantor, surety or accommodation party shall make an assignment for the behelft of creditors; or if it receiver of any such party is property shall be spholited, or if a petition in bankruptcy or other similar proceeding under any law for relief of petiting shall be filed by oragalist; any such party and if tiled against the party shall be released within sixty (60) days; or (v) if any statement, application or agreement made or turnished to Beverly, Bank,now,or, from time to time by Grantor is false or incorrect in a material respect.
- 3. The Trustee or the holder of the Note may, but need not, make any payment or perform (ny ct to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comproved to so the note of the note of the prior lies or title or claim thereof, or redeem from any tax sale or forteiture affecting the Premises or consent to any tax or assessment upon the hallor, of "Grantor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys" fees, and any other indices a devanced by Trustee or the holder of the Note is protect the Premises and the flen hereof, shall be additional indebtedness secured hereby and shall become immediately due and payble 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 according to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the higher of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the holder of the Note hereby secured may any payment 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 in the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.

 4. When the Indichatedness hereby accurred shall become discontinuation of contents to a state of the procured to the procure
- 4. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the lists or Trustee shall have the right to foreclose the lien hereof. The shall be allowed and included as additional indebtedness in the deurer for 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' lees, Trustee's fees, appraiser's fees; or at yair, documentary and expense expenses which may be charges, publication costs and costs (which may be estimated as to items to be expended after fairty off the decree) of procuring all mich abstracts of title; title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the holder of the) inclined the decree of the procuring the policies. To prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the history or the value of the Premises. All expenditures are presented as the Note of the Premises. All expenditures are premised as the Note of the Premises. to prosecule such suit or to evidence to bioders at any sale which may be mad pursuant to such device the free to enter the first per annum, when paid or incurred by and expenses shall be come additional indebtodness sective hereby and immediately due and payable, with interest thereon, at the Nr.s er 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 the nishe to enter a per annum, when paid or incurred by ordered and bankruptcy proceedings, to which any of the nishe to enter a per annum, when paid or incurred by the proceedings to which any of the nishe to enter a per annum, when paid or incurred by Trustee or this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commenced of the Trust Deed or any indebtedness hereby secured, or (b) preparations for the commenced of the Trustee or or actually commenced; or (c) following lifteen (15) day written notice by Trustee to Grantor, preparations of the Premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of a licosts 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 first constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid of \$1. Note; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear
- 8. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may 6. Upon, or at any time after the filing of a bilt to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the obvercy or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a said and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time whon Grantor, the 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 decrees for foreclosing this Trust Deed, or any tax, special assessment or other lies which may be or become superior to the kien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficient cy in case of a sale and deficiency.
- 7. The Trust Deed is given to secure all of Grantor's obligations under both the heretotore described Note and also Line of Credit Agreement executed by Grantor contemporarieously 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 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 received or make settlement for such moneys in the same manner and with the same effect as provided 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 Holding of the By many the Note consenting to same.
- 9. Extension of the time for payment, acceptance by Trustee or the Note of payments other than according to the terms of the Picce, 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 man granted herein shall not persent to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guaranter or surely phered. 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 hereinded unless such waiver is in writing and signed by said every. Any such waiver shall not be extent specifically set forth in the writing. A waiver as to one event shall not be construed as contifuling or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other illens or charges by Trustee or Holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or accelerate the majurity of the indebtedness secured by this Trust Deed in the event of Grantor's, default under this Trust Deed.
- 10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and essigns) 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

resease homestead rights, if any, (b) is not per one by able or the Nite or under this trust Deet, and (c) agrees the in stee and doller of the Note and any other Grantor hersunder may agree to extend, modify, forbear, or make any little or mind takes with reguling to the trust of this Trust Deed as to 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 of amployees of Trustee, and it may require indemntales satisfactory to it before exercising any power herein given.

- 12. Trustee shall release this Trust Deed and the lien thereof by proper instrument uport presentation of salisfactory 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 of 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.

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- 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 rejusal 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 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 said under Articles of Agreements 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.
- #3.86. Any provision of this Trust Deed which is unerforceable or is invalid or contrary to the law of Minois 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.

 17.80 this Trust Deed is executed by a Trust, and 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 Wolse.

any interest that may accrue there	eon, or any indebtedness accruing hereunder of	r to periorm any covenants en	ner express or implied nerein contail	personally to pay said Note of ned, all such liability, if any, being
expressly waived, and that any re	er very on this Trust Deed and the Note secur e, but this waiver shall in no way affect the pe	ed hereby shall be solely aga	inst and out of the Premises hereby	conveyed by enforcement of the
IN WITNESS WHEREOF, GR	amor(s) has/have executed this Trust Deed.			
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