

TAX IDENTIFICATION NUMBER 28-19-407-006 AKA; 6725 W. 165th Pl., Tinley Park II

hereby releasing and waiving all its interest and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances
hereto belonging, and all rents, issues, profits and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air condi-
tioning, 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 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 this Trust Deed.

1. The Grantor agrees to: (1) promptly repair, replace or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed;
(2) pay said Premises in good condition and repair, without water, and free from mechanical 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) comply with all requirements of law or municipal ordinances
with respect to the Premises and the use hereof; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any
granting attached all general taxes, and pay special taxes, 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, or mortgage recipients hereof, (7) pay in full any unpaid principal or interest on said Premises insured against loss or damage by fire, or other casualty
under policies at either the full replacement cost in an amount sufficient to pay in full all indebtedness secured hereby and all prior liens all in compliance 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 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 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, 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 make an
assignment for the benefit of creditors; or (v) if a receiver of any party's property, or if a partition in bankruptcy or other judicial proceeding under any law for
relief of debtors shall be filed by or against any such party and if filed against the party it shall not be released within sixty (60) days, or (v) if any statement, application or agreement
made or furnished to Bevelly 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 any act to be paid or performed by Grantor and may, but need not, make full or partial
payments of principal or interest or prepayment of any amount, or discharge, compromise or settle any lien or other prior lien or title or claim thereof, or redeem
and all expenses paid or incurred in connection therewith, including attorney's fees, and any other costs and expenses which may be incurred by the Trustee to protect the Premises
and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and 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 not be considered as a waiver of any right accruing to them or account of any of the provisions of the paragraph,
proceeds disbursed in connection with the Premises. The Trustee or the holder of the Note hereby secures making any payment hereby authorized relating to taxes or assessments,
validity of any tax, assessment, sale, foreclosure, tax lien or other claim thereon.
4. When the indebtedness secured hereby shall become due the Trustee or the holder of the Note or Trustee or holder of the Note shall have the right to foreclose the lien
hereof in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the debt for sale all expenses and expenses which may be
paid or incurred by or on behalf of Trustee or holder of the Note for reasonable attorney's fees, Trustee's fees, appraiser's fees, including for documenting and legal costs and exa-
mination charges, publication costs and costs which may be incurred in connection with the Note, in addition to the costs and expenses of the Note. All expenses
and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon, at the Note rate 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 party, whether as plaintiff, claimant
or defendant, or (b) any proceeding, including probate and bankruptcy proceedings, to which any party, whether as plaintiff, claimant or defendant, or (c) any
such right to foreclose whether or not actually commenced. (15) day written notice by Trustee to Grantor, preparatory to the defense of any threatened suit
or proceeding which might affect 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 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 indicated by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note, fourth, any surplus
in case of a sale and deficiency.
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 appointment may
be made either before or after said, without notice, without regard to the sovereignty of the grantor, or trustee or holder of the Note, if any, liable
for the payment of the indebtedness secured hereby, and without regard to the lien value of the Premises or whether the same shall be then occupied as a home or otherwise
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 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,
assignors 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
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 payments 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 lien 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 deficien-
cy in case of a sale and deficiency.

7. The Trust Deed is given to secure all of Grantor's obligations under both the heretofore 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 instruments as may be required by the condemnation authority to effectuate the paragraph,
Trustee is hereby authorized to apply or release such money received or make settlement for such money 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 or 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 same secured by this Trust Deed granted by Trustee to any assignor or assignee 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 surety 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 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 Deed or
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 bind all of them and their heirs and assigns, and the
Note and the Note, (a) is assigned to Trustee (b) is assigned to the holder of the Note, (c) is assigned to the holder of the Note, (d) is assigned to the holder of the Note, and to

UNOFFICIAL COPY

89518058

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Record from ILLIANA FINANCIAL, INC (312) 588-8000
FORM 32908-11/88

JAMES P. MICHAEL
BEVERLY BANK
1357 West 103rd Street
Chicago, Illinois 60643
Box 90

89-518058

(Name and Address)
This instrument was prepared by and please mail to:
89-518058

My Commission Expires: _____
Notary Public

Notary Public

GIVEN under my hand and official seal, this _____ day of _____, 198____
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.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____, a corporation, Secretary of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of _____ and _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument

My Commission Expires: _____
Notary Public

GIVEN under my hand and official seal, this _____ day of _____, 198____
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, 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.

STATE OF ILLINOIS)
COUNTY OF COOK)
STATE OF ILLINOIS)
COUNTY OF COOK)

ATTEST:
By _____
Individual Grantor

DEFI-01 RECORDING 143333 TRAN 9923 11/01/89 10:08:00 \$12.00
COOK COUNTY RECORDER 4683 C * 89-518058
not personally but as Trustee aforesaid

Date: _____
Individual Grantor

Date: _____
Individual Grantor

Individuals
Robert C. Stankik
10-24-89

IN WITNESS WHEREOF, I (and/or) has/have executed this Trust Deed.
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 personally to pay said Note or

17. If this Trust Deed is executed by a Trust, the 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

18. Any provision of the 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 the Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall survive and be fully effective the same as though no such invalid portion had ever been included herein.

15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of life or any interest in the premises given as security for the Note referred to above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises are sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a life holding Trust, all sums due and owing hereunder shall become immediately due and payable.

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.

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. Trustee shall release the Trust Deed and the lien thereon 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 hereon 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.

12. Trustee shall release the Trust Deed and the lien thereon 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 hereon 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.

11. Trustee having gone 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 immediate satisfactory to it before exercising any power herein given.