89549951

TRUST DEED

Space above for Recorder's Use Only

THIS INDENTURE, made NOVEMBER 10, 1989, between JOHN J. MOSKAL AND MARY LOUISE TIEDT, HIS WIFE herein referred to as "Mortgagors," and EDGEWOOD BANK an Illinois banking corporation doing business in Countryside, Illinois, herein referred to as Trustee, witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being referred to as Holders of the Note, in the Principal Sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 ($250,000.00) DOLLARS evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to EDGEWOOD BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum together with interest thereon as provided in said Note, until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of May, 1990; provided that the principal of each installment unless paid when due shall bear interest at the rate of PRIME PLUS THREE AND ONE-HALF (3.50%) per cent per annum, and all of said principal and interest being made payable at Edgewood Bank, Countryside, Illinois,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and any advances made by the holder of this Note, and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest herein, situated, lying and being in the Village of Burr Ridge, County of Du Page, and State of Illinois, to wit:

A PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH EAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID NORTH WEST 1/4; RUNNING THENCE WEST ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID NORTH WEST 1/4 A DISTANCE OF 744.71 FEET TO CENTER LINE ROAD OF GRANTORS (WILLIAM STARK AND HILDA STARK, HIS WIFE, IN DEED DATED MAY 21, 1955 AND RECORDED MAY 26, 1955 AS DOCUMENT 16248647), THENCE SOUTHERLY ON A STRAIGHT LINE ALONG SAID CENTER LINE OF SAID ROAD AND CENTER LINE OF SAID ROAD EXTENDED SOUTHEASTERLY ON A NORTH ANGLE OF 83 DEGREES 4 MINUTES WITH LAST DESCRIBED LINE A DISTANCE OF 296.0 FEET TO AN IRON PIPE, THENCE EASTERLY ON A STRAIGHT LINE 710.76 FEET MORE OR LESS TO A POINT IN THE EAST LINE OF SAID NORTH WEST 1/4 WHICH POINT IS 307.64 FEET SOUTHERLY OF POINT OF BEGINNING, PARALLEL ALONG SAID EAST LINE OF SAID NORTH WEST 1/4, THENCE NORTH ON SAID EAST LINE OF SAID NORTH WEST 1/4 A DISTANCE OF 307.64 FEET TO POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

ADDRESS OF PROPERTY: 8721 STARK, Hinsdale, ILLINOIS 60521

PIN: 23-06-101-005-0000

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which, with the property hereinafter described is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (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 mechanic'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, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to the holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors covenant and agree that no building or improvements shall be erected or constructed on said premises, nor shall any building or improvements now or hereafter on said premises be substantially remodeled or repaired without the consent in writing of the Trustee or the holder and owner of the Note secured hereby, and any lien in favor of any person furnishing labor or material in and about said premises shall be and is hereby expressly made subject and subordinate to the lien of this trust deed.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. 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 moneys advanced by Trustee or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

6. The Trustee or the holders of the Note hereby secured making 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 into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the Note, and without notice to Mortgagors, 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 (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Trustee 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 decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustees or holders of the Note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurance with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either 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 title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver 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 suite 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 Mortgagors, 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 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 deficiency in case of a sale and deficiency. The undersigned, in addition to all waivers herein contained does hereby waive the homestead exemption granted to the undersigned under the provisions of Section 522 (d) (1) of the Federal Bankruptcy Code as amended from time to time, or any other provision under Federal or State law, to the extent so permitted.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. 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.

13. 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.

14. 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. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine Note herein described any Note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which confirms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the persons herein designated as makers thereof.

15. 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.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this trust deed.

PARAGRAPHS 17., 18. & 19.: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Witness the hands and seals of Mortgagors the day and year first above written.

John J. Moskal (Seal) Mary Louise Tiedt (Seal)

Identification No. 117664

EDGEWOOD BANK, Trustee

By: _____
Vice President

11:18 89548981

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT JOHN J. MOSKAL AND MARY LOUISE TIEDT, HIS WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 2 day of November, 1989.

Commission expires: _____ Notary Public

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM H. POKORNY, JR.
100 West Plainfield Road
La Grange, Illinois 60525

MAIL TO
WILLIAM H. POKORNY, JR.
100 West Plainfield Road
La Grange, Illinois 60525

OFFICIAL SEAL
JUDITH A. JAMES
Notary Public, State of Illinois
My Commission Expires 1-25-93

89548981

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED NOVEMBER 10, 1989 BETWEEN JOHN J. MOSKAL AND MARY LOUISE TIEDT, HIS WIFE, AS MORTGAGORS, AND EDGEWOOD BANK, AS TRUSTEE.

17. That it is the intent hereof to secure the payment of the Note herein described, whether the entire amount shall have been advanced to the Mortgagors, or to their successors in title, at the date hereof, or at a later date; or, having been advanced to the Mortgagors, or to their successors in title, shall have been repaid in part and further advancements made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note, plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof, in order to protect the security. Such additional advances may be evidenced by a Note or agreement executed by the Mortgagors, or their successors in title.

18. If (i) all or any part of the Property or an interest therein is sold or transferred by Mortgagors, or (ii) any such sale or transfer is accepted or consented to by Mortgagors, in either case without the prior written consent of the Trustee or holders of the Note, Trustee or holders of the Note may, at their option, declare all the sums secured by this Trust Deed to be immediately due and payable. Trustee or holders of the Note shall have waived such option to accelerate if, prior to the sale or transfer, Trustee or holders of the Note and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Trustee or holders of the Note and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Trustee or holders of the Note shall request. If Trustee or holders of the Note have waived the option to accelerate provided in this paragraph 18, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Trustee or holders of the Note, Trustee or holders of the Note shall release Mortgagors from all obligations under this Trust Deed and the Note.

If Trustee or holders of the Note exercise such option to accelerate, Trustee or holders of the Note shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, Trustee or holders of the Note may, without further notice or demand on Mortgagors, invoke any remedies permitted by paragraph 8. hereof.

19. Each notice, request, demand, approval or other communication which may be or is required to be given under this Trust Deed shall be in writing and shall be deemed to have been properly given when delivered personally at the address last designated hereunder for the intended party during normal business hours at such address, or when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Mortgagors as follows: John J. Moskal
8721 Stark
Hinsdale, Illinois 60521

(b) If to Trustee, as follows: EDGEWOOD BANK
1023 West 55th Street
Countryside, Illinois 60525

Alternatively, in either of the foregoing cases notices shall be given to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party aforesaid, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

Each said notice, request, demand, approval or other communication which is sent by mail in accordance with this paragraph shall be deemed given as of the date of deposit thereof for mailing in a duly constituted United States Post Office or branch thereof located in the same state as is shown in the address to which directed or on the third day after such deposit in any other case. Where the term "Mortgagors" is used for convenience in this instrument to refer to or describe, both collectively and individually, two or more individual parties, then all of the undersigned agree that any notice, request, demand, approval or other communication given pursuant to the terms of this paragraph to the mortgagor whose name and address is set forth above (or mortgagors if more than one is set forth), shall be effectively and simultaneously given to all of the parties who are referred to or described by the term "Mortgagors". Whenever required by the context throughout this instrument, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

John J. Moskal (Seal) Mary Louise Tiedt (Seal)

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED DATED NOVEMBER 10, 1989 BETWEEN JOHN J. MOSKAL AND MARY LOUISE TIEDT, HIS WIFE, AS MORTGAGORS, AND EDGEWOOD BANK, AS TRUSTEE.