



# UNOFFICIAL COPY

SEP 11 1988

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rate per annum set forth in the Account Agreement, when paid or incurred by Trustee or Bank in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of the Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after account of such right to foreclosure whether or not actually commenced; or (c) following fifteen (15) days written notice by Trustee to Grantor, preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4. 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 under the terms hereof constitute secured indebtedness additional to that evidenced by the Account Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Account Agreement; fourth, any surplus to Grantor, his legal representatives or assigns, as their rights may appear.

5. Upon, or 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 sovereignty 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 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, his 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 or in part 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 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.

6. The Trust Deed is given to secure all of Grantor's obligations under the Account Agreement executed by Grantor contemporaneously herewith. All the terms of the Account Agreement are hereby incorporated by reference herein. The Account Agreement made pursuant to the Account Agreement to the same extent 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 Deed or whether there is an outstanding indebtedness at the time of any future advances.

7. The proceeds of any sale 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 Bank, 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 agrees to execute or cause to be executed all other documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby authorized to apply or release such moneys received or settlement for such moneys in the same manner and with the same effect as provided in the Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Bank's consent to same.

8. Extension of the time for payment, acceptance by Trustee or the Bank of payments other than according to the terms of the Account Agreement, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successor, or any guarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or 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 Account Agreement shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

9. 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 of Trustee and Grantor shall survive the death of either party and shall be binding on the heirs, legatees, devisees and assigns of Trustee and Grantor who co-signs this Trust Deed, but does not execute the Account Agreement. (a) is co-signing this Trust Deed only to encumber the 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 Account Agreement or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Trust Deed or the Account Agreement, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

10. 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 independent satisfactory to its before exercising any power herein given.

11. 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 evidence that all indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.

12. Trustee or the Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Deeds 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.

14. The Account Agreement secured hereby is not assumable and is immediately due and payable in full upon the death of either or any interest in the Premises given as security for the Account Agreement, 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 life holding Trust, all sums due and owing hereunder shall become immediately due and payable.

15. Any provision of this 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 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 ever been included herein.

16. If this Trust Deed is executed by a Trust, N/A 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 Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Account Agreement secured by this Trust Deed shall be construed as creating any liability on the N/A as Trustee personally to pay said Account Agreement or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Account Agreement secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Account Agreement, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Account Agreement.

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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10/89 ILHE

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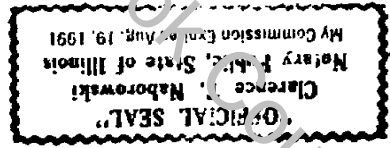
My Commission Expires: 19... When recorded return to: The Prudential Bank and Trust Company, 200 Galleria Parkway, Suite 1900, Atlanta, Georgia 30339

Notary Public

GIVEN under my hand and official seal, this... day of... 19... corporation, as Trustee, for the uses and purposes therein set forth. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the... therein set forth; and the said... as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument whose names are subscribed to the foregoing instrument as such... Secretary of said corporation, personally known to me to be the same persons... a corporation, and... I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS  
COUNTY OF

SS:



My Commission Expires: 19... Notary Public

ATTEST: *Clarence J. Naborski*

GIVEN under my hand and official seal, this... day of December, 1989... waiver of the right of homestead... delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and

STATE OF ILLINOIS  
COUNTY OF

SS:

By: \_\_\_\_\_ Title: President

dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_

Not individual, but solely as trustee under Trust Agreement

(If Grantor is trustee under a Land Trust)

Date: \_\_\_\_\_ (Individual Grantor)

Date: \_\_\_\_\_ (Individual Grantor)

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

Date: 12/11/89 (Individual Grantor) MARY JANE MAHONEY-SHERF

Date: 12/11/89 (Individual Grantor) MARY JANE MAHONEY-SHERF

Date: 12/11/89 (Individual Grantor) MARY JANE MAHONEY-SHERF

IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

89596208

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TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LA SALLE  
CHICAGO, IL 60602

PRUDENTIAL  
200 GALLERIA PKWY.  
ATLANTA, GA 30339



LOT 3 IN OAK HILL RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 IN  
G.T. GREEN'S SUBDIVISION AND LOT 2 IN BAZZONI'S THIRD SUBDIVISION, ALL  
IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT PARCEL #: 18-09-316-026.

EXHIBIT "A" TO TRUST DEED

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CHICAGO IL 60605  
100 W. FAYETTE  
2ND FLOOR  
COURT SERVICES  
18M BEAT ESTATE