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The Prudential Bank and Trust Company

PruAdvance Account Loan No. 10835

DEPT. OF RECORDING \$27.50
T51111 TRAN 1508 07/07/92 15:27:00
#1172 # 92-002355
COOK COUNTY RECORDER

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made 2nd of July 1992, between RICHARD E. CRAFT AND LINDA J. CRAFT, HUSBAND AND WIFE of 445 PROVIDENCE ROAD, PALATINE, IL 60067 (the "Grantor") and PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee")

Concurrently herewith Grantor has executed a PruAdvance Account Agreement (the "Account Agreement") with Prudential Bank and Trust Company (the "Bank") in which Grantor agreed to pay to the Bank the principal amount of all outstanding advances made from time to time under the Account Agreement in a maximum amount of \$ THIRTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$32,700.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of ONE AND THREE QUARTERS (1.75%) per cent above the Index Rate as hereafter defined. Monthly payments shall commence on 07/14/1992 with a final payment of all principal advances and accrued interest on 06/14/2007. The "Index Rate" of interest is a variable rate of interest and is generally defined in the Account Agreement as the published Prime Rate in The Wall Street Journal.

To secure the payment of the principal balance of all advances and all interest due under the Account Agreement and performance of the agreements, terms and conditions of the Account Agreement, and for other good and valuable consideration, the Grantor does hereby grant, demise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 445 PROVIDENCE ROAD, PALATINE, IL 60067, County of COOK and State of Illinois, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

02-14-218-003

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, 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, 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 mechanics' 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 thereof; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches 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 the Bank duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which Grantor may desire to contest; and (8) 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 either the full replacement cost or to pay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the Bank, 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 Bank, such rights to be evidenced by the standard mortgagee clause to be attached to each policy.

2. The Trustee or the Bank 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 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 the Premises or consent to any tax or assessment upon the failure of Grantor to do so, or moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including all lawyer's fees, and any other moneys advanced by Trustee or the Bank 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 Account Agreement. Inaction of Trustee or Bank shall never be considered as a waiver of any right accruing 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 holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the Bank 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.

3. The Trustee may terminate the Account Agreement and accelerate payment of the outstanding balance thereof prior to the scheduled expiration date of the Account Agreement if:

- (a) There has been fraud or material misrepresentation by Grantor in connection with the Account Agreement, including fraud or misrepresentation (whether by acts of omission or overt acts) during the application process or at any other time when the Account Agreement is in effect;
(b) Grantor fails to make any required payment under the Account Agreement or this Trust Deed when due; or
(c) Any action or inaction by Grantor or a third party adversely affects the Property, or any right of the Trustee in such Property. For example, if Grantor transfers title to the Property or sells the Property without the Trustee's prior written permission, or if Grantor fails to maintain the insurance required by paragraph 1 of this Trust Deed, or if Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that it adversely affects the Property, the Trustee is entitled to terminate the Account Agreement and accelerate the balance outstanding. Further, Grantor's failure to pay taxes on the Property as required by paragraph 1 for any other action by Grantor resulting in the filing of a lien senior to that held by the Trustee, Grantor's death or the taking of the Property through eminent domain permit the Trustee to terminate the Account Agreement as well. Moreover, in some circumstances as the filing of a judgment against Grantor, the illegal use of the Property or the foreclosure by a prior lienholder may permit termination of the Account Agreement if the Trustee determines that the Property or the Trustee's interest in the Property is or may be adversely affected.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank 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 by the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Bank for reasonable attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost, 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, guaranty policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Bank 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 shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the

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UNOFFICIAL COPY

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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

Richard E. Craft
(Individual Grantor) RICHARD E. CRAFT _____ (Individual Grantor)
Date: 7-1-92 _____ Date: _____

Linda J. Craft
(Individual Grantor) LINDA J. CRAFT _____ (Individual Grantor)
Date: 7-1-92 _____ Date: _____

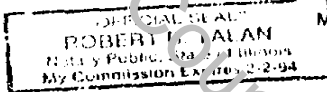
ATTEST: _____ (If Grantor is trustee under a Land Trust)
By _____
Title: _____
Not individual, but solely as trustee under Trust Agreement
dated _____ and known as Trust No. _____
By _____ Title: _____
President

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard E. Craft
Linda J. Craft 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

GIVEN under my hand and official seal, this 1st day of July, 1992

ATTEST: Robert J. Allan
Notary Public My Commission Expires: _____



Its _____ 19____

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____
_____, President of _____ a corporation, and _____
_____, Secretary of said corporation, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such _____ President and Secretary,
respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument
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, as the free and voluntary act of said
corporation as Trustee, for the uses and purposes therein set forth

GIVEN under my hand and official seal, this _____ day of _____, 19____

Notary Public _____

My Commission Expires _____ 19____

When recorded return to: The Prudential Home Mortgage Company, PruAdvance, P.O. Box 1029, Minneapolis, MN 55440

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LEGAL TO FOLLOW

LEGAL DESCRIPTION:

LOT 87 IN PEBBLE CREEK, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED SEPTEMBER 12, 1987 AS DOCUMENT NO. 20287878 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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