RECORDATION REQUESTED BY:

FIRST SUBURBAN NATIONAL BANK 160 S. FIFTH AVENUE MAYWOOD, IL 60153

WHEN RECORDED MAIL TO:

FIRST SUBURBAN NATIONAL BANK 150 B. FIFTH AVENUE **MAYWOOD, IL 80153**

SEND TAX NOTICES TO:

FIRST SUBURBAN NATIONAL BANK 92853681 150 S. FIFTH AVENUE MAYWOOD, IL 60153

DEPT OF BUILDING

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS DATED AUGUST 31, 1992, among JOHN R. DOUGLAS and DOLORES A. DOUGLAS, JOHN R. DOUGLAS AND DOLORES A. DOUGLAS, HIS WIFE, whose address is 207 SOUTH 6TH AVE, MAYWOODK, IL 60:152 (referred to below as "Grantor"); FIRST SUBURBAN NATIONAL BANK, whose address is 150 S. FIFTH AVENUE, MAYWOOD, IL 60:153 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST SUBURBAN NATIONAL BANK, whose address is 160 S. FIFTH AVENUE, MAYWOOD, IL (referred to below as "Tustee").

CONVEYANCE AND GRANT. For value's consideration, Granter conveys to Trustee for the benefit of Lender as Beneficiary all of Granter's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements sights of way, and appurtonances; all water, water rights and ditch rights (including stock in utilities with ditch or Irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, goothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 4 AND 5 IN BLOCK SIXTY SIX (61) IN MAYWOOD, IN SECTION 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 207 SOUTH 6TH AVE., MAYWOODK, IL 60153. The Real Property tax identification number is 15-11-303-003.

Grantor presently assigns to Lender (also known as Beneficiary in inis Dood of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings who nit sed in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Communal, Code. All references to dollar amounts shall mean amounts in lawful money of the Unifed States of America.

Beneficiary. The word "Beneficiary" means FIRST SUBURBAN NATIONAL 6A' A' its successors and assigns. FIRST SUBURBAN NATIONAL BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Greator, Lender, and Trustee, and Includes without limitation all assignment and security Interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entitles executing this Deet of Trust, including without limitation JOHN R. DOUGLAS and DOLORES A. DOUGLAS.

Guarantor. The word "Guarantor" means and includes without limitation, any and all guarantors, surelies, and accommodation parties in connection with the indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Truslee or Lender to enforce obligations of Grantor under this Deed of Trusl, logether with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means FIRST SUBURBAN NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the Note dated August 31, 1992, in the principal amount of \$6,00%.00 from Grantor and any cosligners to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The currently scheduled in payment of principal and interest on the Note will be due on or before September 4, 1997. The maturity date of this Deed of Trust is September 4, 1997.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned to by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and relunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and Include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and luture rents, revenues, income, Issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FIRST SUBURBAN NATIONAL BANK and any substitute or successor trustees,

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Properly shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Granter shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

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Hazardous Substances. The terms "hazardous waste," "Inzardous substance," "release," and "fineatened release," as used in this Deed of Trust, shall have the same mearings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1986, a sended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Hazardous Malerials Transportation Act, 49 U.S.C. Section 1801, at seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the feregoing. Grantor represents and warrants to Lender that: (a) Quing the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property (b) Grantor has no knowledge of, or rent on to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, storage, treatment, disposal, release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any setual or threatened illigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lunder in writing. (i) noither Grantor nor any tenant, contractor, agent or other authorized user of the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender any tenant, contractor, with this section of the Deed of Trust. Any inspections or losts made by Lunder that be for Lender's purposes only and shall not be construed to create any responsibility or inability on the part of Lender to Grantor to any other person. The representations and warranties contained

Nulsance, Waste. Are for shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any siripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including of and gas), soil, gravel or rock products without the prior written consent of Lander.

Removal of Improvements. Connior shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of all lenst equal value.

Lender's Right to Enter. Lende and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the property for purposes of Granter's compliance with the terms and conditions of this Doed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all taws, ordinances, and regulations, now or horsafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contost in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Londor in writing prior to doing so and so long as, in Len Jor's sole opinion, Londor's interests in the Property are not joopardized. Londor may require Grantor to post adequate security or a surety bot id, reasonably satisfactory to Landor, to protect Landor's interest.

Duty to Protect. Granter agrees neither to abander no leave unaffended the Property. Granter shall do all other agrees neither to abander no leave unaffended the Property. Granter shall do all other agrees neither to above the Property.

DUE ON SALE - CONSENT BY LENGER. Lender may, at its ortion, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Londer's prior written consurt, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the contract, or early lender or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, dired, installment sale contract, fand contract, or dead, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding little to the Real Property or by any other method of conveyance of Real Property interest. If any Granter is a contraction or pathership, transfer also includes any change in ownership of more than twenty-live percent (25%) of the voting stock or partnership into or, as the case may be, of Granter. However, this option shall not be exercised by Lender if such exercise is prohibitor by federal law or by Illinois t. w

TAXES AND LIENS. The following provisions rolating to the taxes and tiens on the Pionarty are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) cilit it is, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and thail pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free or all filens having priority over or equal to the interest of Lender under this Deed of Trust, except for the filen of laxes and assessments not due and a clept as otherwise provided in this Deed of Trust.

Right To Contest. Granter may withhold payment of any tax, assessment, or claim in convention with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled at a result of nonpayment, Granter shall within filteen (15) days after the lien arises or, if a lien is filed, within filteen (15) days after Granter has notice or the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and atterneys' tees or other charges that could accrue as a rejult of a foreclosure or sate under the lien. In any contest, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Granter shall upon demand furnish to Lender salisfactory evidence of payment of the laxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the lax is and assessments against the Property.

Notice of Construction. Granter shall notify Lender at least filteen (15) days before any work is commenced, any survices are turnished, or any materials are supplied to the Property, it any mechanic's lion, materialmen's lien, or other lien could be asserted on a count of the work, services, or materials and the cost exceeds \$5,000.00. Granter will upon request of Lender turnish to Lender advance assurance satisfactory to Lender that Granter can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to Insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other integral and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form salisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least len (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within lifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. It Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's Interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance

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premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Deed of Trust is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Londer's interests in the Property, Lender on Granter's behalf may, but shall not be required to, take any action that Londer deems appropriate. Any amount that Londer expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Granter. All such expenses, at Londer's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Londer may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Londer from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to exmership of the Property are a part of this Doed of Trust.

Title. Granter warrants that: (a) Granter holds good and marketable title of record to the Property in fee simple, free and clear of all flore and encumbrances other than those set forth in the Real Property description or in any little insurance policy, little report, or lined little opinion issued in taxer of, and accepted by, Lender in connection with this Dood of Trust, and (b) Granter has the full right, power, and authority to execute and deliver this Dood of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all pe sor s. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delive no to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Granfor warrants that the Property and Crantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisic of relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or argunal to the Property is condemned by eminent domain proceedings or by any proceeding or purchase in liquid condemnation, Lander may at the form require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and alterneys' fees, Trustee or Lander in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Granter shall promptly notify Lender in writing, and Granter shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding, but Londer shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Doed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Transcribation such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Granter shall relimburse Lender for all taxes, as described below, together with all expenses incurred in recording perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute laxes to which this section applies: (e) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grant's inich Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (e) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the dute of this Dood of Trust, this event shall have the same effect as an Event of Cutault (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Granter either. (a) pays the tax before it becomes delinquent, or (b) councils the tax as provided above in the Taxes and Liuns section and deposits with Lender cash or a sufficient corporate surety bend or other security and stactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Druc of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Coco is amended from time to time.

Security Interest. Upon request by Lender, Granter shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Frents and Personal Property. In addition to recording this Dend of Trust in the real property records, Lender may, at any time and without further authorization from Granter, file executed counterparts, Lender may, at any time and without further authorization from Granter, file executed counterparts, Lender of Trust as a financing statement. Granter shall assemble the Personal Property in a manner and at a place reasonably convenient to Granter and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and alterney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to lime, upon request of Lender, Granter will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, and ethor description of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Granter under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior lions on the Proporty, whether now owned or hereafter acquired by Granter. Unless prohibited by law or agreed to the contrary by Lender in writing, Granter shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Granter falls to do any of the things referred to in the proceding paragraph, Lender may do so for and in the name of Granter and af Granter's expense. For such purposes, Granter hereby irrevocably appoints Lender as Granter's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Londer, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Fallure of Grantor to make any payment when due on the Indebtedness.

Detault on Other Payments. Fallure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of

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Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compilance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (il Grantor is a business). Except to the extent prohibited by federal law or illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an event of Dofault under this Deed of Trust.

Foraclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lende, rectionably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedni. 49. Ander shall have the right at its option to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Granter would be required to pay.

Foreclosure. With respect to after any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lander shall have the right to foreclose by judicital toroclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Granter, to take possession of and manage the Properly and collect the Rents, including amounts past due and unpaid, and igney the net proceeds, over and above funder's costs, against the indebtoness. In furtherance of this right, Lender may require any tenant or chart or use fees directly to Lender. If the Rents are collected by Lender, then Granter irrevocably designants Lender as Granter's atterney-in-fact to enderse instruments received in payment thereof in the name of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the proceeds, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in prize is, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property per coding foreclosure or sale, and to collect the Finnts from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if parmilled by law. Lender's right to the appointment of a receiver shall exist whether of not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a reset from serving as a receiver.

Tenancy at Sufference. If Granter remains in possession of the P op rty after the Property is sold as provided above or Lender otherwise becomes chilled to possession of the Property upon default of Granter Shall become a lenant at sufference of Lender or the purchaser of the Property and shall, at Lander's option, either (a) pay a reasonable in rule for the use of the Property, or (b) vacate the Property upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provide. In this Deed of Trust or the Note or by law.

Notice of Sale. Lander shall give Granter reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least len (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Granter hereby waives at read all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Londor shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Londor shall be entitled to bid at any public sale on all or any portion of the Property.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Tries shall not consiliute a waiver of or projudice the party's rights officeriby Londor to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclide pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Granter under this Deed of Trust rater failure of Granter to perform shall not affect Lendor's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or notion to enforce any of the terms of this Dood of Intia, Lender shall be entitled to recover such sum as the court may adjudge reasonable as alterneys' fees at Irial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the profession of its interest or the enforcement of its rights shall become a part of the indebtedness payable on domand and alhall bear interest at it a Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any lit me under applicable law, Lender's afformeys' fees whether or not there's a lawsuit, including atterneys' less for bankruptey proceedings (including efforts to modify or vacate any automatic slay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining applicable law. Cranter also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustoe. Trustoe shall have all of the rights and dulles of Londer as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustae are pert of this Dead of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lander and Granter: (a) join in preparing and lising a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notity. Trustee shall not be obligated to notity any other party of a pending sale under any other trust deed or item, or of any action or proceeding in which Granter, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Londer shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from lime to lime appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of COOK County, illinois. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Dood of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and dution conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, it mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sunt to Lendor's address, as shown near the beginning of this Deed of Trust. For notice

8285 349.

Property of County Clerk's Office

08-31-1992 Loan No 85130240

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purposes, Grantor agrees to keep Lender and Trustee Informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Illinois. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Daed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be middled to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and Figure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Leriuser, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Walvers and Consents 1. Inder shall not be deemed to have waived any rights under this Doed of Trust (or under the Related Documents) unless such waiver is in vitting and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. It waiver by any party of a provision of this Doed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict or impliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is right and in this Doed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instructions where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by his Dond of Trust.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: This Deed of Trust prepared by: X JEWELINE DAVIS INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL" BARDARA J. CERQUA) 88 Notary Putac, State of Illa-COUNTY OF On this day before me, the undersigned Notary Public, personally appeared JOHN R. DOUGLAS and DOLO 18 A POUGLAS, to me known to be the individuals described in and who executed the Doug of Trust, and acknowledged that they signed the Doug of Trust as their free and voluntary act and they have not become the page of the start of the page of the deed, for the uses and purposes therein mentioned. 3/47 day of Given under my hand and official seal this Roolding at 111 P 31 15 ZK My commission expires ______ Notary Public in and for the State of REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) _, Trusiuo To: The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the turns of this Doed of Trust, the estate now held by you under this Doed of Trust. Please mail the reconveyance and Related Documents to:

Beneficiary: ____

By:

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