TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

17ch THIS INDENTURE, made 1701 of ANSERT 1993 between ROBERTA L ALLEMAN, AN UNMARRIED PERSON of 227 SOUTH BRISTOL LANE, ARLINGTON HEIGHTS, IL 60005 (the "Gruntor") and PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee")

Concurrently herewith Grantor has executed a PruAdvance Account Agreement (the "Account Agreement") with Prudential Bank Angest

Concurrently herewith Grantor has executed a Pruktivance Account Agreement (the "Account Agreement") with Prutential 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 under the Account Agreement in a maximum amount of \$ FIETY-THREE THOUSAND AND NO/109 Dollars (\$3,009.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of ONE AND THREE (U.) RTERS (1.75%) per cent above the lodex flate as hereafter defined. Monthly payments shall commence on 09/13/1993 with a final payment of all principal advances and accrued interest on 08/14/2008 The "Index flate" of interest is a variable rate of interest and is generally defined in the Account Agreement is the published Prime Balto in the Wall Street Journal To secure the palment 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 22 SOUTH BRISTOL LANE, ARLINGTON HEIGHTS, II, 60005. County of COOK and State of Illinois, to with

SEE ATTACHED EXHIBIT TO FOR LEGAL DESCRIPTION CONTROL OF CONTROL O

hereby releasing and waiving all lights under and by virtue of any hornestead exemption laws, together with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents issues and profits thereto end all apparatus, equipment or articles now or herealter octated 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 herealter referred to as the Premises) to have and to hold the Premises in trust by the Trustee, its successors and

refigeration and ventilation, all of which in dictared to be part of the real estatic whother physically attacted thereto or not [all of which property is herealter referred to as the "Premises" to have and brild the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the case and trust set forth in this Trust Deed.

1. The Grantor agrees to (1) promptly replan, it is store or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed. (2) Neep 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, prior to the lien hereof. (4) comply wift all requirements of law or municipal ordinances with respect to the Premises and the use thinst of the lien hereof. (4) comply with all requirements of law or municipal ordinance. (6) pay bord, he had not hereof. (5) Infain from making material alterations in said Premises except as required by law or municipal ordinance. (6) pay bord, hereoff agreements all general taxes, and pay special taxes, special assessments, water charges, sower service charges, and inter charges against the Premises when due, and upon within request, to furnish to Trustee or to the Bank duplicate receipts therefor. (7) may in full under protest in the manner provided by statute, any tax or assessment which Grantor may desire to contest, and it is not parties, and improvements now or hereafter situated on said Premises insured against loss or damage by fire, or other as all under protest in the manner provided by statute, any infull all indebtedness secured hereby and all prior liens all in contest as all factory to the Bank, under insurance policies payable, in case of loss or damage, to a mortgage exhaust to be nitrated for paying the provisions of loss or damage, to a mortgage clause to be nitrated for a

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 outstands of believe thereof prior to the schoduled expiration date of the Account Agreement of the Schoduled expiration date of the Account Agreement of the Schoduled expiration date of the Account Agreement including ja) There has been fraud or material misrepresentation by Granter in connection with the Account Agreement, including

traud or misropresentation (whother by acts of omession or overt acts) during the application place as or at any other fine when the Account Agreement is in effect.

(b) Grantor fails to make any required payment under the Account Agreement or this Trust Deed wifer due; or (c) Any action or inaction by Grantor or a third party adversely affects the Property, or any right of the ricities in such Property. For example, if Grantor transfers life 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 takes 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

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 (or any other action by Grantor resulting in the filing of a tien 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 the filing of a judgment against Grantor, the illegal use of the Property or the foreclosure by a pror tienholder may permit termination of the Account Agreement of the Trustee determines that the Property or the Trustee's interest in the Property is or may be adversely affected. When the inhebitations 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 set 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 Trustee or Bank for reasonable attorneys' fees, Trustice's fees, appraiser's fees, outlays for documentary and expent evidence, stemographers' 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, Torrona 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 vold of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest theiroon at the and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest throop at the rate per annum set forth in the Account Agreement, when paid or incurred by Trustee or Bank in connection with (a) any proceeding.



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including probate and bankruptcy proceedings, to which any 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) 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 which under the terms hereof constitute secured indebtodness additional to that

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, its legal representatives or assigns, as their rights may appear.

5. Upon, or any time after the filing of a bill to foraclose this Trust Deed, the Court in which such bill to filed may appear receiver of said Premises. Such appointment may be made either before or after sale, without retieve to the solvency. or insolvency at the time of application for such receiver of the person or persons, it any, liable for the payment of the indebtedness or insolvency at the time of application to such receiver of the pinson or persons, if any, liable for the payment of the Indichleriness excured basely, and without regard to the time value of the Primises or whether the same shall be then occupied as a homestead or not and the frustee bereunder may be appointed as such receiver. Such receiver shall have power to collect the tests, soues, and profits of said Fremises during the pendency of such ioreclosure 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 Granter, its 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 increasing or are usual in such cases for the protection, possession, control, management and operation of the Premises during it is whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in paymett, 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 lion which may be or become superior to the lien hereof or of such decreed, provided such

any tax, special assessment or other lich which may be or become superior to the lien hereof or of such decreed, provided such application is madriprior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

6. The Trust Lend is given to secure all of Grantor's obligations under the Account Agreement executed by Grantor contemporaneously hirrory its. All the terms of the Account Agreement are hereby incorporated by reference herein. The Account Agreement evidences and only ingine credit and the lien of the Trust Devid secures payment of any existing indebtedness and future advances were made on the date hereot and regardless of whether or not any advance has been made as of the date of this Trust Devid or whether there is an outstanding indebtedness at the time of any future advances.

7. The proceeds of any award or riaim 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 terreby assigned and shall be paid to Trustee or the Bank, subject to the terms of any morf gade, deed of trust or other security agreement with a lieu which that princity over this Trust Deed, Grantor agrees to execute such such subject or apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect, as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation camages shall be made without Trustee's and the Bank's consenting to same.

insurance. No settlement for condemnation Camages shall be made without Trustee's and the Bank's consenting 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 the waiver or failure to exercise any right granted herein shall not operate to release, in any manuer, the liability of the original Grantor. Grantor's successors in interest, or any guaranter or surerly thereof. Trustee or the Bank shall not be deemed, by any act or omission or commission, to have naived any of its rights or remedies hereunder unless such waiver is in one event shall not be construed as continuing or as a waiver is 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 indeute ances secured by this Trust Deed in the event of Grantor's default under this Trust Deed. under this Trust Dead

9. The coverants 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 coverant and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor is not execute the Account Agreement, (a) is co-signing this Trust Deed only to encumber in Grantor's interest in the Premises under the her 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 here...der 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 hat of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

11. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon a magnition of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and folious 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 it. quinv The coverants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors.

- tor that purpose.

 13. 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 herounder shall have the Identical title. powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable con pensation for all acts performed hereunder.
- 14. The Account Agreement secured hereby is not assumable and is immediately due and payable in full upon ray afer of title
- 14. The Account Agreement secured nergy is not assumable and is immediately due and payable in the upon maker or title 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 title holding Trust, all sums due and owing hireunder shall become immediately due and payable.

 15. Any provision of this Trust Deed which is unenforceable or is invalid or contarry 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 anyalid portion over been included.
- 16. If this Trust Dood is executed by a Trust, N/A, as trustee executes this Trust Dood as Trustee as iterasaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and appeal by Trustee and the Bank herein and by every person now or herealter claiming any right or security hereunder that nothing contained herein or in the Account Agreement secured by this Trust Dood shall be construed as creating any liability on the N/A as Trustue personally to pay said Account Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on the 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.

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

(Individual Grantyr) ROBERTA L. ALLEMAN		(Individual Grantor
Date: & (17/43	Date:	ng a constant and an open states and an experience of the property of the constant of the cons
(Individual Grantor) Date:	Dato:	(Individual Ginntoi
ATTEST.	(If Grantor is tru	stee under a Land Trust)
By		
Title:	Not individual, l	out rolely as trustee under Trust Agreement
		and known as Trust No.
0.	By President	Title:
STATE OF ILLINOIS)		
COUNTY OF CLOCK		
I, the undersigned, a Nota y Fublic in and for said Cou	nty, in the State atgenunid	DO HEREBY CERTIFY THAT
Roberta L. Alleman, C	personallykne	24 (~ 50m/) owntometabetheramepersonwhasenume(s)
is subscribed to the foregoing instrument, appeared before	me this day in person, an	d acknowledged that he signed, seafoul and
delivered the said instrument as his free and volui tary act,	for the uses and purposes	therein set forth, including the release and
waiver of the right of homestead.	\cap	22
GIVEN under my hand and official span-this	day of	1g. 19 93
ATTEST:		
Leone Cousen Proportion	SED, My Co	ommission Expires: 11-16-95
Notary Public TAMISSION FIN	16 00 000	
and a series of the series of	IRES ILLINIIS	
ACTEST: Leone Causer Commission STA Notary Public Its	10/15	19
STATE OF ILLINOIS)		
COUNTY OF 1 SS:		0.
), the undersigned, a Notary Public in and for the Coun	ty and State aforesaid. DO	HEREBY CERTIFY that
, President of		, a corporation, and
Soc	retary of said corporation, p	ersonally known to ค.อ.วา be the รสเกษ persons
whose names are subscribed to the foregoing instrument as	such	President and Secretary,
espectively, appeared before me this day in person and ack	inowledged that they signe	d, sealed and delivered the said instrument
as their own free and voluntary acts, and as the free and vo	•	
horein set forth; and the sald		
Secretary did also then and there acknowledge that I		·
aid corporate seal of said corporation to said instrument a	his own free and voluntar	y act, as the tree and voluntary act of said
ation, a ustee, for the uses and purposes therein s		
VEN und -my hand and official seat, this	day of	, 19
Den Rublic		
~ V 💍		

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Loan #18182

LOT 269 IN "SCARSDALE" BEING A SUBDIVISION OF PART FO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 32. TOWNSHIP 42 NORTH. RANGE 11. EAST OF THE THIRD PRINCIPAL MERIDIAN.

Coot County Clart's Office

227 S. Bristol Lane Arlington Bts., IL 60005

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