

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

GreatBank Trust Co, as Successor Trustee
to First National Bank formerly known as

THIS INDENTURE, made November 3, 1993, between First National Bank of Chicago Heights as T/U/T Agreement dated 6/26/87, and known as Trust #6487 of 139 Country Club Road, Chicago Heights, Ill

Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit (the "Line of Credit") with The Chicago Heights National Bank and has executed a Promissory Note, made payable to The Chicago Heights National Bank (the "Note") in the principal amount of \$ 71,250.00 to evidence the maximum loan under the Line of Credit Agreement which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinafter described. The Note evidences a revolving credit loan and the lien of the Trust Deed secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as 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 any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at 1/2 above the index rate as hereafter defined, shall commence on the fifteenth day of December 1993, and continue on the fifteenth day of each month thereafter with a final payment of all principal, accrued interest due and fees on the November 3, 1998. The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the announced prime rate of interest of the Wall Street Journal as determined on the last business day of each month during the term hereof. If the Wall Street Journal discontinues publication of a prime rate, the Bank may elect the prime rate or equivalent rate of any national bank of its choice in Chicago, Illinois. Not affiliated with the Bank as its Index Rate.

The annual interest rate applicable to the Line of Credit shall not exceed twenty percent (20%).

To secure the payment of the principal balance of and all interest due on the Promissory Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 139 Country Club Road, Chicago Heights, Ill, County of Cook and State of Illinois, to wit

Lot 3 of Block 3 in a Subdivision of Block 3 in Edgewood Park Addition to Chicago Heights, a Subdivision in the North West 1/4 of Section 20, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$23.50
TH0898 TRAN 9371 11/16/93 10:27:00
#9060 * * -93-929368
COOK COUNTY RECORDER

PIN #32-20-104-017-0000

93929368

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, torments, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or fixtures 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 terms and trust set forth in this Trust Deed.

1. The Grantor agrees to: (1) promptly repair, replace or rebalance any buildings, improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, set out walls, and land from encroachments or other liens or claims for use 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 charges, and other charges against the Premises, when due, and upon written request, to furnish to Trustee or to holders of the Note duplicate receipts therefor; (7) pay in full and/or prepay 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 in an amount sufficient to pay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the holder of the Note, 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 holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy.

2. At the option of the holder of the Note and without further notice to Grantor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable upon the occurrence of any one of the following events:

- (a) Grantor engaged in fraud or material misrepresentation in connection with the Line of Credit
- (b) Grantor does not meet the repayment terms of the Line of Credit
- (c) Grantor's action or inaction adversely affects the security interest of the holder of the Note in the Premises for the Line of Credit or the rights of the holder of the Note in the Premises, including, but not limited to, the following:

(i) The Note secured hereby is not assignable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referenced above, or transfer or Assignment of the Beneficial Interest in the Note and Trust excluding this Trust Deed, in addition to any other sale under Article of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

(ii) Any taking of the Premises through eminent domain.

3. The Trustee or the holder of the Note 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 on prior encumbrances, if any, and pay any tax, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or inform from any tax or assessment upon the failure of Grantor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other monies advanced by Trustee or the holder of the Note 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 Note. Lien of Trustee or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any of the 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 holder of the Note hereby is authorized 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, rate, forfeiture, tax lien or title or claim thereon.

4. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, the holder of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the Note for reasonable attorneys' and paralegals' fees, Trustee's fees, appraisers' fees, outlays for documentary and report evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate per annum, when paid or incurred by Trustee or holder of the Note 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 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) day written notice of Trustee to Grantor, preparatory to the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency 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 true 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, 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 necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises authorized 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.

7. The Trust Deed is given to secure all of Grantor's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Grantor contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or

2350P

for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Holder of the Note, subject to the terms of any mortgage, deed or trust or other security agreement with a lien which has a priority over this Trust Deed. Grantor agrees to execute such documents as may be required by the condemnation authority and to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received by the Holder of the Note in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance or condemnation. Condemnation damages shall be made without Trustee's and the Holder's of the Note consenting to same.

9 Extension of the time for payment, acceptance by Trustee or the Holder of the Note of payments other than according to the terms of the Note, 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 or release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or Holder of the Note shall not be deemed by any act of 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 Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed or accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

10 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) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that 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 Note or under this Trust Deed, and (c) agrees that Trustee and Holder of the Note and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

11 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 its agents or employees or Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12 Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry.

13 Trustee or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

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

15 This Trust Deed and the Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referenced above, the transfer or assignment of the Beneficial Interest in a Land Trust executing this Trust Deed or the sale of the premises or any interest therein under Articles of Agreement if recorded by the present title holder or any beneficiary of a title holding Trust.

16 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 had ever been included herein.

GreatBanc Trust Co., as Successor Trustee to Trust Clause
First National Bank formerly known as First National
Bank of Chicago Heights

dated June 26, 1987, and known as Trust Number 6487, subject to the escrow clause hereinafter set forth, acknowledges receipt of this Agreement and at the direction of its beneficiary(ies), executes and joins in this Agreement as "Borrower"

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said trustee are nevertheless such and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described in the Trust Deed and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Address of Trustee:

20900 S. Western Avenue
Olympia Fields, IL 60461

GreatBanc Trust Company as successor trustee to
First National Bank f/k/a First National Bank
in Chicago Heights

By: *Angela Giannetti*
Its Land Trust Officer

Attest: *Ronda Strasser*
Date: Assistant Trust Officer

Individuals

Individual Grantor
Date:

Individual Grantor
Date:

Individual Grantor
Date:

Individual Grantor
Date:

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that

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

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 _____ day of _____

Notary Public
My Commission Expires:

STATE OF ILLINOIS)

) SS

COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that *Angela Giannetti, Land Trust Officer*

GreatBanc Trust Company a corporation, and *Ronda Strasser, Asst. Trust Officer* 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, and 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 4th day of November 1993

"OFFICIAL SEAL"
LINDA K. REBEC
Notary Public, State of Illinois
My Commission Expires 7/7/97

Linda K. Rebec
Notary Public
My Commission Expires:

7-7-97