

UNOFFICIAL COPY

TRUST DEED
TO SECURE REVOLVING LINE OF CREDIT

THIS INSTRUMENT, made April 23, 1993, between Joseph P. Vlasek, a bachelor

of 1537 W. 187th Street, Homewood, IL 60430 (the "Grantor") and The Chicago Heights National Bank (the "Trustee")

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 \$ 62,000.00 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 Trustee endorses a revolving credit loan and the ten 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 May 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 April 23, 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 first business day of each month during the term hereof. If the Wall Street Journal discontinues publication of a prime rate, the Bank may choose 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 the 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, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 1537 W. 187th Street, Homewood, IL 60430 County of Cook and State of Illinois, to wit:

Lot 9 in Carson's Subdivision of the North 185 feet of the Southwest 1/4 of section 5, township 35 North, range 14, east of the third principal meridian, lying West of the West line of Riegel road, excepting the North 50 feet thereof taken for 187th Street, and the West 190 feet, excepting the North 181 feet thereof, of the Northwest 1/4 of the Southwest 1/4 of Section 5, township 35 North, range 14, East of the third principal meridian, in Cook County, Illinois.

Subject to: covenants and restrictions of record, if any; and general real estate taxes which are not yet due and payable

RETURN TO:
LEXIS Document Services
135 South LaSalle, Suite 1162
Chicago, IL 60603

PIN #32-05-300-006

93328985

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances there to 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 in 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 holders of the Note 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 in an amount sufficient to pay in full all indebtedness secured hereby and all priorities of all 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, 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 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, or transfer or Assignment of the Beneficial Interest in the Land Trust recurring this Trust Deed. In addition, upon the sale under Article of Agreement for Deed by the present title holder or any beneficiary of a life holding Trust, all sums due and owing hereunder shall become immediately due and payable.

- (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, liens, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem 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 moneys 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. Inaction 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 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.

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 expert 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, site 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 avoidance 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 if not 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 Article 15, day written notice of 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.

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, 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 then value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time which 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 then usual in such cases for the protection, possession, control, management and operation of the Premises authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

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for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee of 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 to effectuate this paragraph. Trustee is hereby irrevocably authorized to accept or refuse such offers and to receive and make settlements in the same manner, and with the same effect as provided in this Trust Deed for disposition of a tract of property of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Holder's of the Note consenting to same.

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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. A 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 the agents or employees of 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 of the county in which the Premises are situated shall be successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

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 of this Deed by the present title holder or any beneficiary of a life 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.

TRUST CLAUSE

_____ not personally but solely as trustee under the provisions of a Trust Agreement dated _____ and known as Trust Number _____ subject to the exculpation 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 each 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

DEPT-01 RECORDING \$23.50
T44444 TRAN 8421 05/04/93 09:59:00
#6208 * - 93 - 328985
COOK COUNTY RECORDER

By _____
Its _____
Attest: _____
Date: _____

Individual Grantor: Joseph P. Vlasek
Date: April 23, 1993

Individual Grantor _____
Date: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Joseph P. Vlasek, a bachelor personally known to me to be the same person whose name 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 23rd day of April, 1993



STATE OF ILLINOIS)
COUNTY OF COOK) 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, 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 _____ day of _____

Notary Public
My Commission Expires 23 50/10

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