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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S INDEXING **94417171**

THIS INDENTURE, made March 24 19 94, between Anthony P. Creagh, married to June Creagh

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth.

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Sixty Thousand and no/100ths (\$60,000.00)-----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF JUNE M. BANDOW & PAULSTIE C. BANDOW, OR THE SURVIVING ONE OF THEM

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 24, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments (including principal and interest) as follows:

Five Hundred One and 87/100ths (\$501.87)-----Dollars or more on the 1st day of April 19 94 and Five Hundred One and 87/100ths (\$501.87) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March, 2014. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of twelve (12%) per annum, and all of said principal and interest being made payable ~~xxxxxx of xxxxxxxx case xxx xxx~~ ~~xxxxxx of xxxxxxxx case xxx xxx~~ as the holders of the note may, from time to time, in writing appoint, ~~and xxxxxxxx of xxxxxxxx case xxx xxx~~ ~~xxxxxx of xxxxxxxx case xxx xxx~~ residence of June Bandow ~~xxxxxx~~ at 11916 Greenwood, Blue Island, Illinois 60406

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Blue Island COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 17 except the West 7 Feet of said lot as conveyed to the United States of America (document 17482970) and except the East 45 Feet of said lot conveyed to the Grand Trunk and Western Railroad (document 492871); in Robinson's Subdivision of the West half of the South East quarter of Section 36, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY

commonly known as: 2647 Broadway, Blue Island, Illinois 60406
PIN #: 24-36-427-021-0000

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

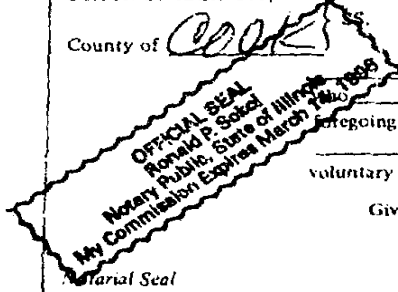
X [Signature] [SEAL] ANTHONY P. CREAGH [SEAL]

STATE OF ILLINOIS, County of Cook

I, Ronald P. Sokol a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANTHONY P. CREAGH, MARRIED TO JUNE CREAGH

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.

Given under my hand and Notarial Seal this 24 day of MARCH 19 94 [Signature] Notary Public



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED.

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims (no lien not expressly subordinated to the lien hereof); (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders 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.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, 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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's 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, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Trustee or holders 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 of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either 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) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of Mortgagors at the time of application for such receiver 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 times when Mortgagors, 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 during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree 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; (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 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.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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.
- 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. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- 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 hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 778987
CHICAGO TITLE AND TRUST COMPANY
 By [Signature] Trustee,
 Assistant Secretary / Assistant Vice President

MAIL TO: Ronald P. Sokol
 Sokol and Mazian
 60 Orland Square Drive #202
 Orland Park, Illinois 60462
 PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
2647 W. Broadway
 Blue Island, Illinois 60406

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ADDENDUM TO NOTE AND TRUST DEED
BY AND BETWEEN ANTHONY P. CREAGH AND
JUNE M. RANDOL, AS TRUSTEE
DATED MARCH 24, 1994

1. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Trust Deed/Note shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Holder as provided herein, and (b) any notice to Holder shall be given by certified mail, return receipt requested, to Holder's address stated herein or to such other address as Holder may designate by notice to Mortgagor as provided herein. Any notice provided for in this Trust Deed/Note shall be deemed to have been given to Mortgagor or Holder when given in the manner designated herein.

2. TRANSFER OF THE PROPERTY: ASSUMPTION. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagor's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed/Note; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase. Holder may at Holder's option declare all the sums secured by this Trust Deed/Note to be immediately due and payable. Holder shall have waived such option to accelerate if, prior to the sale or transfer, Holder and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such persons is satisfactory to Holder and that the interest payable on the sums secured by this Trust Deed/Note shall be at such rate as Holder shall request. If Holder has waived the option to accelerate provided in this Paragraph 2 and if Mortgagor's successor in interest has executed a written assumption agreement in writing by Holder, Holder shall release Mortgagor from all obligations under this Trust Deed/Note.

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If Holder exercises such option to accelerate, Holder shall mail Mortgagor notice of acceleration in accordance with Paragraph 1 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sum declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Holder may, without further notice or demand on Mortgagor, invoke any remedies permitted by Paragraph 3 hereof.

3. ACCELERATION: REMEDIES. Except as provided in Paragraph 2 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Trust Deed/Note, including the covenants to pay when due any sums secured by this Trust Deed/Note, Holder prior to acceleration shall mail notice to Mortgagor as provided in Paragraph 1 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed/Note, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other sale in lieu thereof, Mortgagor hereby irrevocably assigns, sets over and transfers to Mortgagee any award, payment or other consideration for the property so taken or sold and the same shall be applied, at the option of the Holder, first to the payment of costs and expenses and then either to the reduction of the indebtedness due hereunder or to the restoration of the property.

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4. The Mortgagor shall obtain, maintain and keep in full force and effect during the term of this Trust Deed/Note and note the following insurance:

- A. Against loss or damage by fire, lightning and other risks customarily covered by standard extended coverage endorsement, together with a vandalism and malicious mischief endorsement, all in such amounts as may from time to time be required by the Holder of the Note, but in no event in any amount less than the full replacement cost of the improvements now existing or hereafter erected or placed upon the Premises, including the cost of debris removal, and of all Property, and, in any event, in an amount not less than the unpaid principal balance secured by this Trust Deed/Note.
- B. Comprehensive general public liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Property, with coverage limits not less than \$500,000.00 with respect to the injury or death of a single person, not less than \$1,000,000.00 for bodily injury or death resulting from any one accident or occurrence, and not less than \$100,000.00 with respect to property damage resulting from any one accident or occurrence. All insurance in a company or companies to be approved by said Holder, and the policy or policies held by and payable to said Holder as loss payee, and in the event any sum of money becomes payable under such policy or policies, the Holder shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Trust Deed/Note, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest at the Note rate of interest.

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5. In case of a taking as a result of or in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, of all or any part of the Property, or in the commencement of any proceedings or negotiations which might result in such a taking, the Mortgagor shall promptly give the Holder written notice thereof. Should any of the Premises be taken by exercise of the power of eminent domain, or sold by private sale in lieu thereof, Mortgagor hereby irrevocably assigns, sets over and transfers to Mortgagee any award, payments or other consideration for the property so taken or sold and the same shall be applied, at the option of the Holder, first to the payment of costs and expenses and then either to the reduction of the indebtedness due hereunder or to the restoration of the indebtedness due hereunder or to the restoration of the property.

6. If the Mortgagor shall commit an act of bankruptcy, shall file a voluntary petition in a bankruptcy, reorganization, arrangement or insolvency proceeding, shall consent to voluntary or involuntary adjudication in bankruptcy or to reorganization or shall be adjudged bankrupt or insolvent under any applicable law or laws, or admits, in writing, to having become insolvent, or becomes unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors then this Trust Deed/Note shall be deemed in default and the Holder may, at its option, declare the principal of and the accrued interest on the Trust Deed/Note and all sums advanced hereunder with interest, to be immediately due and payable.

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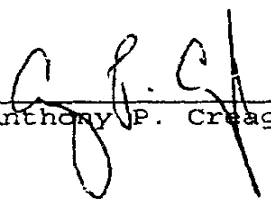
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7. In addition to any other payments herein specified, Mortgagor, each and every month shall deposit with the Holder an amount equal to one-twelfth (1/12) of the general real estate taxes and one-twelfth (1/12) of the property damage and liability insurance. Holder shall retain said money so deposited for the sole purpose of paying real estate taxes when due. Therefore the initial monthly payment shall be as follows:

Principal and Interest: 501.87
1/12 of Taxes.....114.81...
1/12 of Insurance... 29.17...
Total.....\$645.85

8. LATE CHARGE FOR OVERDUE PAYMENTS. If the Note Holder has not received the full amount of any or my monthly payments by the end of fifteen (15) calendar days after the date it is due, the Mortgagor will pay a late charge to the Holder. The amount of the charge will be five (5%) percent of the overdue payments of principal and interest. Mortgagor will pay this late charge only once on any late payments.

DATED THIS 24 DAY OF MARCH, 1994



Anthony P. Creagh

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1994 MAR 24 09:18:00
3600 E DM W-94-417171
MR. DAVID BEARDER

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