#### TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made 23rd of June, 1994, between Brian Wilson and Diane Wilson, Husband and Wile as John Tenants of 1929 Greenleaf Ave, Villmette, II. 60091 (the "Grantor") and PRUDENTIAL SAVINGS BANK, F.S.B. (the "Trustee").

Concurrently herewith Grantor has executed a Home Equity Account Agreement and Disclosure Statement (the "Account Agreement") with The Prudential Savings Bank, F.S.B. (the "Bank") in which Grantor agreed to pay to the Bank the principal amount of all outstanding advances made from time to time under the Account Agreement in a maximum amount of FIFTY FIVE THOUSAND AND 00/100 Dollars (\$55,000.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per

AND 00/100 Dollars (\$55.000.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of AND ###/1000 (0.000%) per cent above the Index Rate as hereafter defined. The Account Agreement is due and payable in full on 07/02/2024, if not paid earlier. The "Index Rate" of interest is a variable rate of interest and is generally defined in the Account Agreement as the published Prime Rate in The Wall Street Journal.

To secure "ic.p.a, ment of the principal balance of all advances and all interest due under the Account Agreement and performance of the Account Agreement, and for other good and valuable consideration, the Grantor does hereby grant, dum is, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 1029 Greenlant ver, volimette, litings 6/x901, County of COOK and State of Illings, to wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION 5-34-118-003

hereby releasing and waiver, all rights under and by virtue of any homestead examption laws, together with all improvements, tenements, income and examption laws, together with all improvements, tenements, income and example and example, and all rents, issues and profits thereof and all apparatus, equipment or articles now or her infect located on the real estate and used to supply heat, gas, air conditioning, water, floth, power, redisposition and ventilation, all of visit here declared to be part of the real estate whether physically attached thereto or not (all of which properly is hereafter related to > the Transless') to have and to the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust set forth in this Trust Doed.

property is hermalter intered to as the "Promises") 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 Dead.

1. The Grantor agrees to: (1) prom, ity, is suit, restore or rebuild any buildings or improvements now or hersafter on the Premises which may become damaged or be destroyed, (2) keep said Premises in good condition and repair, without wasts, and free from mechanics or other lens or claims for lien not sury, ressly subordinated to the lien hereoft; (3) pay when due any indebtedness which may be secured by a lien or charge on the Primises superior to the lien hereoft; (4) comply with all requirements of tew or municipal ordinances with respect to the Premises and vie use thereoft; (6) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) par- bufore any penalty attaches all general taxes, and pay upocial taxes, special assessments, water charges, sever service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to the Bank duplicate receipts thine's, (7) pay in full under protest in the manner provided by statute, any tax or assessment which Grantor may desire to contest, and it's keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by file, or other, cisually under policies at either the full replacement coeffor to pay in full indebtedness secured hereby and all prior liens all in companies scalars and improvements now or hereafter situated on asid debtedness secured hereby and all prior liens all in companies scalars and improvements now or hereafter situated on asid produced by the standard mortgagee clause to be attached to each policies at either the benefit of the Bank, such rights to be evidenced by the standard mortgagee clause to be attached to each policies.

2. The Trustee or the Bank may, but need not, make any pa

scheduled expiration date of the Account Agreement if:

(a) There has been fraud or material misrepresentation by Grantor in connection with the Account Agreement, Including fraud or misrepresentation (whether by acts of omission or overt acts) during the application p or ess or at any other time when the Account Agreement is in effect;

or misrepresentation (whether by acts of omission or overtacts) during the application plotes or at any other time when the Account Agreement is in effect;

(b) Grantor fails to make any required payment under the Account Agreement or this Trust Deright of the property of the foreign and the property of the fails to make any required payment under the Account Agreement or this Trust Deright of the Property in the fails to maintain the Property affects the Property without the fail of which the property is called the property of the fails to maintain the Insurance required by paragraph 1 of this Trust Deed, or if Grantor commits 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 lable to pay taxes on the Property as required by paragraph 1 (or any other action by Grantor resulting in the filling of a tien sent.) It is the filled by the Trustee), Grantor's death or the taking of the Property through eminent domain permit the Trustee to the minate the Account Agreement as well. Moreover, in some circumstances the filling of a judgment against Grantor, the lilegal use of the Property or the foreclosure by a prior flenholder may permit termination of the Account Agreement if the Trustee's interest in the Property is may be adversely affected.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank or Trustee shall have the right to foreclose the filen hereof. In any suit to foreclose the linen 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 attornsys' fees, Trustee's flees, appraisor's faces, outlays for documentary and expent evidence, stenographers' charges, publication costs and examinations, guarantee policies, Torrens certificates, Input actually commenced.

not actually commenced.

A. 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 Account Agreement, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Account

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Agreement, fourth, any surplus to Grantor, its legal representatives or assigns, as their rights may appear

5. Upon, or any time after the liting 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. insurency at the time of application for such feetiver, the person of persons, if any, habite for the payment of the indivinedness accured 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 safe 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 or recomption, whether there be 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, postession, 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 nat income in his handa 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 lies which may be or become superior to the lies hereof or of such decreed, provided such application is made prior to

foreclosure sale. (2) the deficiency in case of a sale and deficiency.

6 The Trust Deed is given to secure all of Grantor's chiligations under the Account Agreement executed by Grantor contemporaneously herewith. All the terms of the Account Agreement are hereby incorporated by reference herein. The Account Agreement evidences a revolving credit and the lien of the Trust Deed secures gayment of any existing indebtedness and luture.

Agreement evidences a revolving credit and the lien of the Thist Geed secures glyment of any existing indebtedness and future advances made oursuant to the Account Agreement to the same extent if such future advances were made on the date hereof and regardness of this her or not any advance has been made as of the date of this Trust Deed or whether there is an outstanding indebtedness. In the color of any toture advances.

A this process of any advance or claim for disreges, think for consequential, in connection with any condemnation or other taking of the Premises or any thereof or for consequence in line of condemnation, are himbly assigned and shall be paid to Trustee or the Bank, subject to the ter ne of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed Grantor agrees to execute such further decuments as may be required by the condemnation authority to effectuate this paragraph.

Bank, subject to the term of any mortgagg, if end of trust or other security agreement with a lief which has priority over this Trust Deed Grantor agreem, to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevice by, nuthorized to apply or release such moneys received or make settlement for such moneys in the aams manner and with the same a flect as provided in this Trust Deed for disposition or a settlement of proceeds of hazard insurance. No settlement for condemnation of an ages shall be made without fructee's and the Bank's consenting to same.

8 Extension of the time for plyment, acceptance by Trustee or the Bank of payments other than according to the terms of the Account Agreement, modification in payment terms of the surrors secured by this Trust Deed grantad by Trustee to any successor in interest of Grantor, or the waiver or influent to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successor, to have any quarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or ornication 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 or only other event. The procurement of finsurance or the payment of taxes, where it is not be construed as continuing or as a waiver or any other event. The procurement of the histories deviate shall made to the payment shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed, and to exempt and agreements herein contained shall bind, and the rights hereunder shall inute to, the respective successors, here, legatees, devices and assigns of Trustee and Sci. for All covenants and agreements of crantor is successors, here. legatees devices

for that purpose
13. Trustee may resign by instrument in writing filed in the Office of the Recorder or Resistant of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, it is then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereund in all have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to re sonable compensation for all acts performed hereinder.

performed hereunder.

14. The Account Agreement secured hereby is not assumable and is immediately due and payablin in full upon transfer of 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 oresent title holder or any beneficiary of a lette holding Trust, all sums due and owing hereunder shall become immediately due and payable.

15. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinoi, or the inclusion of which would affect the validity, legability or enforcement of this Trust Deed, shall be of no effect, and in such case all the religioning terms and provisions of this Trust Deed shall subsist and be rully effective the same as though no such invalid portion ever high included herein.

16. If this Trust Deed is executed by a Trust.

executes this Trust Deed is executed by a Trust eas aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Blink herein and by every person now or hereafter claiming any right or security hereinor if this nothing contained herein or in the Account Agreement secured by this Trust Deed shall be construed as creating any liability on the as Trustee 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 this 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 guaranter of said Account Agreement.



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#### EXHIBIT "A"

LEGAL DESCRIPTION

LAND REFERRED TO IN THIS COMMITMENT IN DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN WILMETTE IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 6/22/92, AND RECORDED 6/29/92, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS: 92471531

BEING MODE FULLY DESCRIBED AS FOLLOWS:

LOT 8 IN PLACE 16, IN GREENLEAF AND MORSE'S SUBDIVISION OF BLOCKS 12, 13, 15, 2, 19 AND 21 IN WILMETTE VILLAGE, SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Coot County Clart's Office

PIN #05-34-118-003-0000