

The Prudential Savings Bank, F.S.B.

Home Equity Account  
Loan No. 3726

TRUST DEED  
TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made 13th of August, 1996, between J. Patrick Kearns and Jayne M. Kearns, Husband and Wife Tenants by Entirety of 2118 Stratford Lane, Glenview, IL 60025 (the "Grantor") and The 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"), a federal savings bank organized and existing under the laws of the United States, 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 THOUSAND AND 00/100 Dollars (\$50,000.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of ONE AND 500/1000 (1.500%) per cent above the Index Rate as hereafter defined. The Account Agreement is due and payable in full on 08/02/2011, 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 the payment 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 2118 Stratford Lane, Glenview, Illinois 60025, County of Cook and State of Illinois, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

04-28-105-036

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto 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 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 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 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 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 the Bank 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 or to pay in full all indebtedness secured hereby and all prior liens all in compliance satisfactory to the Bank, 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 Bank, such rights to be evidenced by the standard mortgagee clause to be attached to each policy.

2. The Trustee or the Bank 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 purchase, discharge, compromise, settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to 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' fees, and any other moneys advanced by Trustee or the Bank 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 Account Agreement. Inaction of Trustee or Bank shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon 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 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 outstanding balance thereof prior to the 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 process or at any other time when the Account Agreement is in effect;
- (b) Grantor fails to make any required payment under the Account Agreement of this Trust Deed when due; or
- (c) Any action or inaction by Grantor or a third party adversely affects the Property, or any right of the Trustee in such Property. For example, if Grantor transfers title 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 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 failure to pay taxes on the Property as required by paragraph 1 (or any other action by Grantor resulting in the filing of a lien 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 prior lienholder may permit termination of this Account Agreement if the Trustee determines that the Property or the Trustee's interest in the Property is or 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 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 Bank for reasonable 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, guarantee policies, Tarrans certificates, and similar data and insurances 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 value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon 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, 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 indebtedness additional to that evidenced

LENDER'S SERVICE

0000000000

Handwritten calculation: 2550 + 22 = 2572, with a 50 written below the line, and a signature.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.50  
T#5555 TRAN 9981 08/14/96 14:59:00  
#3038 # MC \*-96-621813  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$22.00

1912005

# UNOFFICIAL COPY

## TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

by 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 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 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 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: (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.

6. The Trust Deed is given to secure all of Grantor's obligations 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 payment of any existing indebtedness and future advances made pursuant to the Account Agreement to the same extent 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 an outstanding indebtedness at the time of any future advances.

7. 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 for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Bank, subject to the terms 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 documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to 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 damages 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 of 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 manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or 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 Account Agreement shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

9. 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 Account Agreement, (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 Account Agreement or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder 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 that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder given.

11. 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 evidence that all indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.

12. Trustee or the Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for 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 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.

14. The Account Agreement 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 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 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 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 ever been included herein.

16. If this Trust Deed is executed by a Trust, \_\_\_\_\_ executes this Trust Deed as Trustee as 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 Bank herein and by every person now or hereafter claiming any right or security hereunder, that 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 guarantor of said Account Agreement.

500-1000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96002610

UNOFFICIAL COPY

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

IN WITNESS WHEREOF Grantor(s) has/have executed this Trust Deed

(Individual Grantor) J. Patrick Kearns Date: 8/13/96

(Individual Grantor) Date: \_\_\_\_\_

(Individual Grantor) Jayne M. Kearns Date: 8/13/96

(Individual Grantor) Date: \_\_\_\_\_

ATTEST:

By: [Signature] Title:

(If Grantor is trustee under a Land Trust)

Not individual, but solely as trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_ By \_\_\_\_\_ Title: \_\_\_\_\_ President

STATE OF ILLINOIS ) COUNTY OF COOK ) SS:

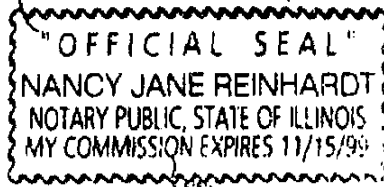
I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. PATRICK KEARNS and JAYNE M. KEARNS personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 13th day of August, 1996

ATTEST:

[Signature] Notary Public

My Commission Expires: 11/15/99



August 13 19 96

Its \_\_\_\_\_

STATE OF ILLINOIS ) COUNTY OF \_\_\_\_\_ ) 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Exhibit A

Page 1

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN GLENVIEW IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 6/14/96, AND RECORDED 6/21/96, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS: 96480109.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 89 IN GLENLAKE ESTATES UNIT 5, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1994 AS DOCUMENT NO. 94530460 IN COOK COUNTY, ILLNOIS.

Property of Cook County Clerk's Office

96624610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

090622113  
01910995