

INOFFICIAL C

TO SECURE REVOLVING LINE OF CREDIT

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es TRIS INDENTURE made et est	August 21	e for section of a religious graph the e	e. Been suggest at their off in	ear one new possible contribute	198 D. botwee
Daniel J. O'Shea &	Collieen Mar Of Shea	his wife ,	9017 S. Leavi	tt, Chicago, I	Hindis
THIS INDENTURE made Dannel J. O Sheare (the "Grantor") and BEVERLY BAN	K (the "Truslee").		- +		

Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit with Beverly Bank and has executed a Promissory Note made payable to BEVERLY NK.in.tha principal amount of \$2.000 and \$2.000

thereafter with a final payment of all principal and accrued interest due on August 21.

The "Index Rale" of interest is a variable rate of interest and is defined in the Note as the announced prime rate of interest of Beverly Bank as determined on the first day of each month during the term hereof. DEVENEY BATE

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 office good and valuable consideration, the Grantor does hereby grant tomiss, morrigings, warrant and convey to the Trustice, its successors and assigns the following described real estate of COOK and State of 1110015 to with

tollowing described real estate of thicago County of Cook and State of Tilinois
The South Fifty (50) feet of the North Two Hundred (200) feet of the West Half (4) of Block
Twenty (20) in Hilliard & Dobbins Subdivision of all that part lying West of the Pittsburgh,
Cincinnati and St. Louis Railroad except the West Half (4) of the Northwest Quarter (4) and
the West Half of the Southwest Quarter (4) of Section 6, Town 37 North, Range 14 East of the
Third Principal Meridian. Third Principal Meridian.

TAX IDENTIFICATION NUMBER:

25-96-119-004

9017 S. Leavitt, Chicago, Ill.

hereby releasing and waiving all rights under the by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and provide and all spokeration, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning; water, light, power, retrigeration and very liable, and all in, allied which property is thereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises") to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to as the "Premises" to have an all hereafter reterred to be part of the real estate whether physically attached thereto or not fall of which perpendicular to the real estate and used to supply heat, gas, and conditions are reterred to be part of the real estate and used to supply heat and all reterred to a supply heat and all reterred to a supply heat and all reterred to be part of the real estate and used to supply heat and all reterred to a supply heat all reterred to a supply heat a

1. The Grantor agrees to: (1) promptly repair, restore/or inhalid 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, withor (will ste Yand-line from mechanic's or other liens or claims for lien not expressly subordingted to the lien hereot; (3) pay when due any indebtedness which may be secured by a lient of age on the Premises superior to the lien hereot; (4) comply with all requirements of two or municipal ordinances with respect to the Premises and the use thereot; (5) refrain it in making material attentions 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 as east tents, swerr service charges, and other charges against the Premises when due, and upon written request, to turnish to Trustee or to holders of the Notedaupik stere clopts 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 horeafter situated on said Premises insured against loss or damage by fire, or other casually or the Note, under insurance policies payable, in case of loss or damage. The notiging which has a prior tien, if any and then to Trustee for the benefit of the holder of the Note.

2. A the celling the buildings and mortgage clause to be attach of the configuration of the Note of

2. At the option of the holder of the Note and without further notice to Grant, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note in this Trust Deed to the contrary, become due and payable (i) after the date of which any payment of principal or interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, in the Line of Credit Agreement, or in any other instrument which at any time evidences or secures the indebtedness secured hereby; or (iii) upon the death of any party to the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, Line of Gredit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any series of any such party shall be a pointed, or if a potition in bankruptcy or other similar proceeding under any telled of debtors shall be filed by or against any such party and if filed against the party shall or the process of the party shall be party and in the process of the party shall be party and it is party shall on the party of the party of the party of the process of the party made or furnished to Beverly Bank now or from time to time by Grantor is false or incorrect in a material respect.

3. The Trustee or the holder of the Note may, but need not, make any payment or perform any all 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 in settle any tax lien or other prior floring the premises or consent to any tax or assessment upon the failury 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 holder of the Note to protect the Premises and the lien horeof, shall be additional indebtedness secured hereby and shall become immediately do and pay-lie without notice and with interest thereon at the rate per aritim set forth in the Note, inaction of Trustee or holder of the Note shall never be considered as a waiver of any right recruit go 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. Supposededs dispursed in connection with the Premises. The Trustee or the holder of the Note hereby secured making a ry payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate or into the validity of any lax; assessment, sale, forfeiture, lax lien or title or claim thereof:

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 litems as are mentioned in the preceding paragraph hereof; second, all other items which under the wine shoreof 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 filling 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 indebtodness secured fereby, 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 ronts, issues and profits of said Premises during the pendency of such increasure suit and, in case of a sale and a deliciency, during the full statutory period of redemption, whether there is redemption or not, as well as during the pendency of such increasures or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits 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 flow which may be not become superior to the flere hereof or of such docree, provided such application is made prior to foreclosure sails; (2) the deficiency in case of a sale pariod deliciency. cy in case of a sale and delicioncy;

7. The Trust Deed is given to secure all al Grantor's obligations under both the heretolors 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 horeby 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 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 priority over this Trust Deed. Granter agrees to execute such further documents as may be requirted by the condemnation authority to effect this paragraph. Trustee is hereby trevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same offect 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 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 Granter, or the weiver or failure to exercise any right granted heroin shall not operate to release, in any manner, the liability of the original Granter, Granter's successors in interest, or any guaranter or surely thereof. Trustee or the Holder of the Note shall not be deemed, by any act of ornission or commission, to have valved any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver as to any other exercise payother exercise any other exercise any other event. The procurement of insurance or the payment of laxes, other lies or charges by Trustee or Holder of the Note shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of laxes, other lies 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 of Granter's default under this Trust Deed.

to. The covenants and agreements berein continued 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 of Stantor 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 excurater that Grantor's excession the Principles under the Legi and the first legatees.

release homestead rights, if any, (b) is not a reso a fall bit on the Note or uncle this first yield, and (c) grees that it uses an another or the Note and any other Gramfor hereunder may agree to extend, modify, forthesis, or maily shift a commit dations with regard to the remark of this frust C and or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Tous Deed as a that Grantor interest in the Promess. 11. Trustee has no duly 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 flable for any acts or of the agents or employees of Trustse, and it may require indemnitles 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 et 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 or Registrar of Titles in which this instrument shall have been recorded or filled. 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 Trustee, and any Trustee or successor shall be enlitted to reasonable companisation for all acts 15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of little or any interest in the premises given as security for the Note referenced above; 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 little holder or any beneficiary of a title holding Trust, all sums due and dwing hereunder shall become immediately due and payable... 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. BEVERLY BANK 17. If this Trust Dood is executed by a Trust, DEVEKLT DANK
executes this Trust Dood as Trustee as atoresaid, 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 Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note BEVERLY BANK secured by this Trust Doed shall be construed as creating any liability on personally to pay said Note of any interest that, may accrue thereon, board intellectness according thereon described in the personal state of th expressived, and that any rovery on this Trust Dead and the Note secured thereby shall be golely against and out dithe Premises hereby conveyed by enforcement of the provisions hereof and of said rie, but this willyst shall in no way affect the possonal liability of eny co-maker, co-signer, endorser of guarantor of said Note.

IN WITNESS WHEREOF, Granter is has him a executed this Trust Dead. 8 Individuals IU 55 AM Date: ₹ď 50 Individual Grants 5 Date TECHSTRAN FOR TIPLES not personally but as "rustee aloresaid STATE OF ILLINOIS SS Cook COUNTY OF his wife i, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY INF. Janiel J O'Shea & Colleen M. O'Shea personally known to me to be the same person whose nameds) is subscribed to the foregoing instrument, appeared to one 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. Incl. fing the release and waiver of the right of homestead. day of august , 198 6 GIVEN under my hand and official seal, this STATE OF ILLINOIS COUNTY OF I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that 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 sot forth; and the 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 Notary Public My Commission Expires This instrument was prepared by and please mail to:

James P. Michalek, 1357 W. 103rd St., Chgo

(Name and Address)

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