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48,700,00

Bank in the principal debtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at 1/2 per cent above the index rate debtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at 1/2 per cent above the index rate debtedness at the time of any future advances. Payments of all accrued interest on the time of any future advances. Payments of all accrued interest on the time of any future advances. Payments of all accrued interest on the time of any future advances. Payments of all accrued interest on the time of any future advances. Payments of all accrued interest on the time of any future advances. as hereafter 'defined, 'shall scommence on the set 2.18 t. days of the May set seems of the set of shall seem hereafter 'defined, 'shall seems as the set of shall seem hereafter with a final payment of all principal and accrued interest due on the May set seems of April 12 200 goods set is a positional way to read the modern up 5 35 500 mpt thereafter with a final payment of all principal and accrued interest due on the Modern the Moder 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 other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its reuccessors and resigns the following described real estate of HTCKOTY HTTPs: County of COOK and State of CO following described real estate of Hickory Hills . County of \_\_\_\_ Lot. Forty, Nine-----(49). In Colette Highlands a Subdivision of parts of the East Halfs (物) of the Northwest Quarter (4) and part of the West Half (3) of the Northeast Quarter (4) of Section 2 Township 37 North, Ringe 12 East of the Third Principal Meridian Caccording to Plat thereof

registered in the Office of the Registrar of Titles of Cook "County" T14-inois; "one November 19% 1962, as Document Number 206368.

TAX IDENTIFICATION NUMBER: 206368.

AKA - 8933 S. 84th Ct., Hickory Hills, III.

hereby releasing and waiving all rights of der and by victue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and or in the thered 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 very light on his trust of the real estate whether physically, attached thereto or not (all of which property is hereafter referred to as the "Premises") to have raid to hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust 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, restrict or rebuild any buildings of improvements now or hereafter on the Premises which may become damaged on 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 hereot; (3) pay when due any indebtedness which, may be secured by a lie to charge on the Premises superior to the lien hereo; (4) comply with all requirements of law or municipal ordinance with respect to the Premises and file use thereof; (5) retrait from naking 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 turnish to Trustee or to holders of the Note duplicing, and improvements invaled 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 prior liens all in companies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, to each policy.

  2. At the option of the holder of the Note and without truster only and without truster and the payable to the note of the Note and without truster only the holder of the Note and without truster only the holder of the Note and without truster only the holder of the Note and without truster only the holder of the Note and without truster only the holder.
- such rights to be evidenced by the standard mortgage clause to be attach an to each policy.

  2. At the option of the holder of the Note and without further notice to C ran or, 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 spable (i) after the date in 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 rivature) of any party to the Note, Line of Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surely or accommodation party; or ((iv) if any party liable on the Note, whether as maker, endorser, guarantor, surely or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surely or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a pelition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filled by or against any such party and if filed against the party shall not be released within sixty (60) days; or (v) if any statement, application or agreement made or furnished to Beverly Bank now or from time to time by Grantor is false, or inconsort in a material respect.
- 3. The Trustee or the holder of the Note may, but need not, make may payment or perform any act to be paid or performed by Grantor and may, but need not, make that payments of principal or interest on prior encumbrances, if any, and purchase, elacharge, compirmule or 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 talke any Carantor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' less, and any other mane's advanced by Trustee or the holder of the Note to protect the Premises and the tien hereof, shall be additional indebtedness secured hereby and shall become immediately one and payble 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 according to them on account of any of the provisions of this paragraphic. 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 holder of the Note hereby secured me (ing any payment hereby authorized relating to taxee or assessments) may do so according to any bill, statement of estimate procured from the appropriate public office without includy his or the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, each forfeiture, tax lien or title or claim thereofy; in the decirition of the produced relating to the produced from the appropriate public office without includy his of the country of such bill, statement or estimate or into the validity of any tax, assessment, each forfeiture, tax lien or title or claim thereofy; in the produced from the appropriate public office without includy his orde
- When the indebledness hereby secured shall become due whether by acceleration of otherwise, the holder of the Yors of Trustee shall have the right to forecose the lien hereof, there shall be allowed and included as additional indebtedness in the officer of the state all expenditures and expenses which may be paid or incurred by or on behalf of trustee or holder of the Note for reasonable stronger fees, Trustee's lees, Trustee'
- 5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account or 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 imms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid (in the Note; Tourth, 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 indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied; as a homested 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 foreclosure, suit and, in case of a sale and a deficiency, during the full statulory 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 area 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 of in part of: (1) the indebtedness secured hereby, or by any decree for ideclosing this Trust Deed, or any tax, special assessment or other lies which may be or become superior to the lies hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deliciency.

  7. The Trust Deed is given to secure all of Branton's obtaining and a position and all other positions and accused by Circular contamonraneously.
- 7. The Trust Deed is given to secure all of Grantor's obligations under both the heretolore described Note and also time of Gredit Agreement executed by Grantor contemporareously rewith. All the terms of said Note and Line of Gredit Agreement are hereby incorporated by interence 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 ball thereof, or the 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 agreements 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 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 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 Holder of the Note shall not be deemed, by any act of omission or commission, to have waiver and in the first or remedies hereinder unless such waiver is in writing and signed by said party. Any such waiver shall not be construed as confinuing or as a waiver as to any other event shall not be construed as confinuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other times 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. (30
- 10. The coverients and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors, helds, legatees, devisees and agreements, of 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 log

release homestoad rights, if any, (b) is not per one by able of the Net or inder the Trust Deed and (c) agree the fittine and Notifier of the Note and any other Grantor hersunder may agree to extend, modify, forthear, or make any bit eye formed during his Trust Deed or the last, will out that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to be at 3rd fort. Interest in the Primiter of the agents or employees of Trustee, and it may require indemnities satisfactory to it before, exercising any power herein plyeng A. Harris All 1981 and 12. Trustee shall, release this Trust Deed and the lien thereof by proper instrument upon presentation of salistactory evidence that all in 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 to Trustee the Note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true we e-secured by this Trust Dead 14, Trustee may resign by instrument in writing filed in the Office of the Recorder of Registrar of Titles in which the instrument in writing filed in the Office of the Recorder of Registrar of Titles in which the instrument is still have been recorder of Deeds of the County in which the Premises are studied shall be Successor in Trust Any Successor shall have the Identical little, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for formed hereunder. 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 and to the holding trust, all sums to the new to the holding to the holding trust, all sums to the holding trust. 63:48: Any provision of this Trust Deed which is unenforceable or is invalid or contrary wid 7 of this Trust Deed is emposed by a Trust, seen here to see the power and authority conferred upon and vested in it as such invested, in the exercise of the power and authority conferred upon and vested in it as such invested, in the exercise of the power and authority conferred upon and vested in it as such invested, and it is expressly understood by Trustee and the Holder of the Note herein and by every person now or hereafter claiming any right or security hereunder that nothing confished herein or in the secured by this Trust Deed shull be construed as creating any liability on a collection of the personally to pay secretary 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, it any, being yearnessly waited; and that any recovery or this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the analysis and an and all and Note; but this waiver, shall, in no way affect; the personal liability of any, co-inchest, co-algority endorse or guaranter of said Note. It is the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby conveyed by enforcement of the analysis and out of the Premises hereby registered to the Office of as Document Number 2000365. 30 IN WITNESS WHEREOF) Grantor's) healtheve executed this:Trust Deed.) To a control of and to superational, geal air condi-ATTEST: besigness are on a recycled COUNTY: OF a "Cooker was bles been certise ent, appeared between me this day in person, and acknowledged that he signed. TAPACE AND TAPACE nother an explosion of Hiph SS:

COUNTY OF THE LINE STATE as their own free and voluntary acts language the fige and settletary to Secretary old also then and the disckney ledge that his as custodias his own free and voluntary act, linding the free and voluntary. rision; as Trustae, for the uses and purposes therein set forth; and office seal of said corporation, did affix the said corporate seal of a Company of the Compan Trust Court or trust of the court of the cou a 👬 aged This instrument was prepared by and please mail to: James P. Michalek, 1357 Was 103rd Stay of the (Name and Address), it was to good and