

REVISED

CITY Maywood, IL 60153

STREET 411 Madison Street

NAME MAYWOOD-PROVISO STATE BANK

Bellwood, IL 60101

300-02 25th Avenue

FOR RECORDING PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns for (1) promptly repair...

TO GIVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts here...

The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf...

P.I.N.'S: 15-09-217-017; 15-09-217-016

LOTS 31 AND 32 IN BLOCK 1 IN JOHN GLOS, BELWOOD DIVISION IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

IN THE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PAULIUSO, MANNINI and CATHAMONE, First Party to secure the principal sum of One Dollar in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents...

Booths on the 14th day of November, 1988 and interest only

Two over prime interest per annum in installments as follows: Interest only

on the balance of principal remaining from time to time unpaid at the rate of personally promise to pay, the said principal sum and interest from October 14, 1988

made payable to Maywood-Proviso State Bank and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, and the co-makers thereof...

THIS INDENTURE, Made October 14, 1988, between Maywood-Proviso State Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank, in pursuance of a Trust Agreement dated October 15, 1987 and known as trust number 7593, herein referred to as "First Party," and MAYWOOD-PROVISO STATE BANK, an Illinois Banking Corporation herein referred to as "TRUSTEE," witnesses:

3746575

NOTE IDENTIFIED

S118 2844

TRUST DEED

holders of the note, such rights to be evidenced by the recording in said clause to be attached to each policy and to deliver all policies, including additional and renewal policies, to holders of the note...

2. 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...

3. At the option of the holders of the note and without notice in First Party, its successors or assigns, 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) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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, guarantee policies, Torrens certificates, and similar data and necessaries 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 as of the date of the sale 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 the rate of seven per cent per annum, 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 such right to foreclose whether or not actually commenced; 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.

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 incurred in 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 surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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 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 hereof, shall 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 First Party, 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 reasonable 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 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 other party, and provide such application in whole or in part to (2) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 indications satisfactory to it before exercising any power herein given.

9. 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 secured hereby has been paid, which represents 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as 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 on behalf of First Party.

10. 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 or Registrar of Titles 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.

11. In addition to the payments called for herein on account of principal and interest the indebtedness shall deposit monthly with the holder of the note a sum equal to one-twelfth of the annual requirement for real estate taxes and insurance premiums. At all times there shall be on deposit a sum equal to all accrued real estate taxes and insurance premiums.

LOT THIRTY ONE ----- (31)
LOT THIRTY TWO ----- (32)

In Block One (1) in John Clos' Belknap Division in Section 9, Township 39
North, Range 12 East of the Third Principal Meridian. 3746575
P.I.N. NOS. 15-09-217-016 and 15-09-217-017

3746575

THIS TRUST DEED is executed by Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee by said Maywood-Proviso State Bank, and the holder of the note and the parties thereto, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said First Party or on said Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness hereby hereunder, or to perform any covenant either express or implied herein contained, or such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Maywood-Proviso State Bank, personally are concerned, the legal holder of the note and the owner or owners of any indebtedness hereby hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in and not otherwise provided or by action to enforce the personal liability of the grantor(s), if any.

IN WITNESS WHEREOF, Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written:

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally,

By *[Signature]* VICE PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY



STATE OF ILLINOIS }
COUNTY OF COOK } 88.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that
Margaret J. Brennan
Vice President of the Maywood-Proviso State Bank, and
Kathy T. Flaiz,

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the instrument as such Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the purposes therein set forth, and the said Assistant Secretary further acknowledged that said Assistant Secretary is a person authorized to act as such Assistant Secretary of said Bank, as Trustee as aforesaid, for the purposes herein set forth, and that the said instrument is a true and voluntary act of said Bank, as Trustee as aforesaid, for the purposes herein set forth.

5-1182894

"OFFICIAL SEAL"
JUDITH L. GLASNER
Notary Public, State of Illinois
My Commission Expires June 19, 1990

Given under my hand and Notary Seal this 14th day of October, 1988.

[Signature]
Notary Public

6-19-90

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instrument Note mentioned in the within Trust Deed has been identified accordingly under said instrument No. _____

TRUSTEE
[Signature]

3746575