89090181

South Chicago Savings Bank
TRUST DEED
To Secure Revolving Line of Credit

THIS INDENTURE, made February 21, 19 89, between South Holland Trust & Savings Bank, a Corporation as Trustee under the provisions of a Trust Agreement dated the 25th day of August 1971, known as Trust Number 1606-- of 16178 S. Park Avenue South Holland, IL 60473 (the "Grantor") and South Chicago Savings Bank (the "Trustee").

Concurrently herewith Grantor has executed a Line of Credit Agreement to open a line of credit with South Chicago Savings Bank and has executed a Promissory Note made payable to South Chicago Savings Bank in the principal amount of $ FIFTY THOUSAND AND NO/100 DOLLARS to evidence the maximum loan under the Line of Credit Agreement which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinafter described. The Note evidences a revolving credit and the lien of the Trust Deed secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as 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 any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at one (1%) percent above the Index Rate as hereafter defined, shall be due fifteen (15) days after the date of the monthly periodic statement for each billing cycle beginning in the first month after the initial disbursement under the Line of Credit with a final payment of all principal and accrued interest due on or after:

February 21, 1994 on demand by the Trustee for payment in full, but in any event no later than February 21, 2009. The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the prime rate of interest as published in The Wall Street Journal on the sixteenth (16th) day of each month during the term hereof. In the event The Wall Street Journal discontinues announcing or establishing a prime rate of interest the Index Rate shall thereafter be the Bank Prime Loan Rate on the sixteenth (16th) day of each calendar month during the term hereof as set forth in Federal Reserve Statistical Release H.15 first published by the Federal Reserve Board after the sixteenth (16th) day of each calendar month.

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 successors and assigns the following described real estate of South Holland, County of Cook and State of Illinois, to wit:

--------------LOT FOURTEEN-------------------(14)----------------

In Huguelet's Addition to South Holland, being a Subdivision of part of the West Half (½) of the Northwest Quarter (¼) of Section 26, and part of the East Half (½) of the Northeast Quarter (¼) of Section 27, all in Township 36 North, Range 14, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 16, 1965, as Document Number 2242345.

Permanent Tax No: 29-27-204-014

Commonly Known as: 17108 Evans Drive, South Holland, IL 60473

NOTE IDENTIFIED

Notwithstanding any terms or provisions [illegible] the South Holland Trust & Savings Bank, [illegible] 1606 [illegible] not personally but as Trustee [illegible] property above referred to.

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 a 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) refrain from transferring title or any interest in the Premises or assigning all or any portion of the beneficial interest of the Land Trust executing this Trust Deed, if any; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (7) 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 holders of the Note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which Grantor may desire to contest; and (9) 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 companies satisfactory to the holder of the Note, 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 holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy.

2. At the option of the holder of the Note and without further notice to Grantor, 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 (i) after the date on 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, whether as maker, endorser, guarantor, surety 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 petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed 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 South Chicago Savings 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 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 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 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 holder of the Note 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 Note. Inaction of Trustee or holder of the Note 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 holder 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder 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 holder of the Note 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or the holder 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 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 Note rate per annum, when paid or incurred by Trustee or holder of the Note 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.

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 items as are mentioned in the preceding paragraph hereof; second; all other items which under the terms hereof constitute secured indebtedness additional to that

secured by the Note, with interest thereon as herein provided, then, all principal and interest remaining unpaid on the Note, the overplus to Grantor, its legal representatives or assigns.

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 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.

7. This Trust Deed is given to secure all of Grantor's obligations under both the hereinbefore 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 hereby 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 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 and the holder 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 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 Note 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.

10. 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 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 to release homestead rights, if any, (b) is not personally liable on the Note or under this Trust Deed, and (c) agrees that Trustee and holder of the Note 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 Note, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

11. 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 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 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 hereby secured has been paid, which representation Trustee may accept as true without inquiry.

13. Trustee or the holders of the Notes 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 filed. 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 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.

15. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the Premises, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed, to said Item, 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 amounts owing 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.

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

INDIVIDUALS

Individual Grantor [signature]

Date: 2/21/89

Individual Grantor X [signature]

Date: 2-21-89

Individual Grantor ______________________

Date: ______________

Individual Grantor ______________________

Date: ______________

If this Trust Deed is executed by a Trust, South Holland Trust & Savings Bank 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 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 secured by this Trust Deed shall be construed as creating any liability on the South Holland Trust & Savings Bank personally to pay said Note 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 Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any individual grantor or any individual borrower, co-maker, co-signer, endorser or guarantor of said Note.

TRUST

South Holland Trust & Savings Bank
not personally but as Trustee aforesaid

Attest: [signature] ASST. SECRETARY

By: [signature]

Its: Trust Officer

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Curtis E. Saffran and Janet L. Saffran personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t hey signed, sealed and delivered the said instrument as their 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 21st day of February, 19 89

Notary Public [signature]

My Commission Expires: November 16, 19 92

Attest: ______________

Its: ______________

"OFFICIAL SEAL"
JOYCE KACZMARZEWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-16-92

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Douglas A. De Groot, Trust Officer ~~President~~ of South Holland Trust & Savings Bank, a corporation, and Vivian Farnesi, Asst. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer President and Asst. 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 Asst. Secretary did also then and there acknowledge that he, as Custodian of the Corporate Seal of said Corporation, did affix the said Corporate Seal of 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 21st day of March, 19 89

Notary Public [signature]

My Commission Expires: 8-12-19 91

OFFICIAL SEAL
KRISTINE OLTHOFF
Notary Public, State of Illinois
My Commission Expires 3 12 91

BOX #222

South Chicago Savings Bank
9200 Commercial Ave.
Chicago, Illinois 60617

RIDER TO
SOUTH CHICAGO SAVINGS BANK
TRUST DEED
TO SECURE REVOLVING LINE OF CREDIT

This Rider to Trust Deed made February 21, , 19 89, between South Holland Trust & Savings Bank, a Corporation as Trustee under the provisions of a Trust and Agreement dated the 26th day of August 1971, known as Trust Number 1606. of 16178 S. Park Avenue South Holland, IL 60473 (the "Grantor") and South Chicago Savings Bank.

The following sentence shall be added to the second unnumbered paragraph of the Trust Deed:

"The annual interest rate applicable under the Note shall not exceed TWENTY percent (20 %)."

IN WITNESS WHEREOF, Grantor(s) has/have executed this Rider to Trust Deed.

INDIVIDUALS

Individual Grantor [signature]

Date: 2/21/89

Individual Grantor [signature]

Date: 2-21-89

Individual Grantor ______

Date: ______

Individual Grantor ______

Date: ______

If this Rider to Trust Deed is executed by a Trust, South Holland Trust & Savings Bank executes this Rider to 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 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 secured by this Trust Deed shall be construed as creating any liability on the South Holland Trust & Savings Bank personally to pay said Note 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 Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any individual grantor or any individual borrower or co-maker, co-signer, endorser or guarantor of said Note.

TRUST

South Holland Trust & Savings Bank
not personally but as Trustee aforesaid

Attest: [signature] ASST. SECRETARY

By: [signature]

Its: Trust Officer

89087581

BOX 333

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Curtis E. Saffran and Jenet L. Saffran personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 21st day of February, 1989.

Notary Public

My Commission Expires:

November 16, 1992.

"OFFICIAL SEAL"
JOYCE KACZMARZEWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-16-92

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Douglas A. De Groot, Trust Officer ~~President~~ of South Holland Trust & Savings Bank, a corporation, and Vivian Karnesi Asst. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer ~~President~~ and Asst. 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 Asst. Secretary did also then and there acknowledge that he, as Custodian of the Corporate Seal of said Corporation, did affix the said Corporate Seal of 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. 3783181

GIVEN under my hand and official seal, this 21st day of March, 19 89.

Notary Public

My Commission Expires:

3-12, 1991.

OFFICIAL SEAL
KRISTINE OLTHOFF
Notary Public, State of Illinois
My Commission Expires 3-12-91

BOX #222

South Chicago Savings Bank
9200 Commercial Ave.
Chicago, Illinois 60617