CTTC 14

DECEMBER 2

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

EDWARD S. NOVAK, A WIDOWER & DOT SINCE re-mairied

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Trustors are justly indebted to the legal holders of a Credit Line Account Agreement (hereinafter uniformly referred to as the "Note") made payable to THE ORDER OF BEAFER

and bereinafter described, said legal holder or holders being herein referred to as Holders of the Note, the Trust Deed being given to secure a Note of even date herewith by which the Holders of the Note are obligated to make loans and advances pursuant to, Chapter 17, Section 6407, Himois Revised Statutes, in conjunction with the Financial Services Development Act, up to the Credit Line of \$55,200.00 provided, however, that this Trust Deed shall not at any time scenre outstanding principal obligations for more than Two Hundred Thousand (\$200,000,00) Dollars.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date. All such future advances so unade shall be liens and shall be secured by this Trust Deed equally and to the same extent as the amount originally advanced on the security of this Trust Deed, and it is expressly agreed that all such future advances shall be liens on the real property described below as of the date hereof.

NOW, THEREFORE, the Teustors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Trustors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is the type acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described real property and all of their extart right, title and interest therein, situate, lying and being in the CITY OF CHICAGO AND STATE OF ILLINOIS.

UNIT 109-A IN CONFLELD WEST CONDOMINIUM AS DELINEATED ON SURVEY OF CERTAIN LOTS AND VACATED ALLEYS OR PARTS THEREON IN MONT CLARE BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, AND THAT PART OF THE SOUTHWEST 1/4 OF THE SGUTHWEST 1/4 OF SECTION 30 LYING SOUTH OF FULLERTON AVENUE, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE CHIPP PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MORTHWEST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NO.

1535 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS. AS DOCUMENT NO. 2284239, TOGETHER JUTH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHARGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD, PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION 04017886

AS THOUGH CONVEYED HEREBY, IN COOK COUNTY, 11 LINOIS.

2317 NORTH NEVA AVE., CHICAGO, IL COMMONLY KNOWN AS: 60635

PIN: 13-31-107-024-1121

ANN PANEGA, 193 NORTH YORK RD., ELMHURST, IL 60126 THIS INSTRUMENT PREPARED BY:

which, with the property hereinafter described, is referred to herein as the "premises,"

TYGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Trustors may be entitled thereto (which are pledged primarily and on a parity with said real astar and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refriger in it (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor convering, inador beds, awnings, stores and water heaters.

All of the foregoing are declared to be a part of said premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Trustors or their successors was said be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and venture uses and trusta herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights at door little Trustors do hereby expressly release and water.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on Page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and are a part hereof and shall be binding on the trustors, their keirs, successors and assigns. WITNESS the hand . _ and scal _ __ of Trustors the day and year first above written.

Salva SAUL	[SEAL]			SEAL	
<u> </u>	[SEAL]			[SEAL]	
OTHER OF HILLINGS	MINE STATE	tion to	·		

STATE OF ILLINOIS,	MELVIN W. WOLF	
COUNTY OF COOK	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY C EDWARD S. NOVAK, A WIDOWER	ERTIFY THAT
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	15	

who 15 personally known to me to be the same personal	in whose name 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 OWN	free and voluntary act, for the uses and purposes therein
set forth.	the first of the state of the s
Given under my hand and Notarial Seal this	2ND 4 day of DECEMBER 1994

Given under my hand and Notarial Scal this

PICIAL SEAL Metvin W. Wolf Notary Public, State of Illinois by Commission Expires 10/20/96

- Secures One Principal Note To:m

Page 1

2/05/94

3.00 8

ACCURD.

THE COVENANTS, CONDUTTION AND VEGUS AND VEGUS

become due and payable when defaoth all occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Trustors herein contained. In the event of the de his force for the Trustors, the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the medebtedness immediately due and payable.

7. When the indebtedness hereby seeved the force of the Trustors, the Holders of the Note or Trustee shall have the oright to force lose the first hereof. In any staff to force lose the lies hereof, where shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid of incurred by or on behalf of Trustee or the Holders of the Note for attorneys foes, Trustee's fees, appraise is fees, unlays for the unitarity and experiences which may be paid or incurred by or on behalf of Trustee or the Holders of the Note for attorneys fees, Trustee's fees, appraise is fees, unlays for the unitarity and experiences which may be paid or incurred by or on behalf of Trustee or the Holders of the Note for attorneys fees, and assumances with respect to title as Trustee or the Holders of the Note may deem to be reasonably necessary either to prosecute such such such such such and assumances with respect to title as Trustee or the Holders of the Note may deem to be reasonably necessary either to prosecute such such such such such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the patients of the premises of

colors in his hands in payment in whole or in part of: (a) The indebtedness secured hereby 01. A any decree correctioning mix to un account of a superior to the fien hereof or of such decree, provided such as a facilities in made prior to foreclosure sale, (b) the deficiency in other lien which may be or become superior to the fien hereof or of such decree, provided such as a facilities in made prior to foreclosure sale, (b) the deficiency in other lien which may be on the horizon. A superior of the field in the premise of a sale and officiency.

10. No action for the enforcement of the lien or of any provision between shall be undergoted in the provided such as a facilities of the Note and the the Horizon of the provides of the Note or Trustee, the entergote of the Note of the Note and the horizon of the

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IMPORTANTI
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE
NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS
TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Offpierro

Identification No.

Assistant Secretary

MAIL TO:

TARY THE TAREET ADDRESS OF ABOVE
TOWN WITH THE Bow Watviold

782844

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PLACE IN RECORDER'S OFFICE BOX NUMBER