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TRUST DEED
TO SECURE REVOLVING LINE OF CREDIT

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James	JHIB JICKE & MOTY	made		May 13,, 19	.86	between	
		Ann Nowicki, his	wite of	97 West Main Chi	(cago Heights Ii	Linois	
the "G	rantor") and FIRST I	NATIONAL BANK IN	I CHICAGO HEIC	HTS (the "Trustee"	").		

Or nourrently horewith Grantor has executed a Line of Credit Agreement to open a line of credit with First National Bank in Chicago Heights and has executed a Promissory Note made payable to FIRST NATIONAL BANK IN CHICAGO HEIGHTS in the principal amount of \$ 50,000,00 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 it 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%) per cent above the Index Rate as hareafter defined, shall be due lifteen (15) days after the date of the monthly periodic statement for each billing cycle beginning in the first month after the united debursoment under the Line of Cradd with a line) payment of all principal and accrued interest due on or after May 13, 1991 May 13, 2006 on demand by the Trustee for payment in full, but in any event no later 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 or the first business day thereto during the trim hereof in the event The Wall Street Journal discontinues announcing or establishing a prime rate of interest the Index Rate shall those flor 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 published by the Federal Reserve Board immediately before the sixteenth (16th) day of each calendar mouth

Lot 17 in Block 192 in Clicago Heights, in the Northeast 1/4 of Section 29, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:: 97 West Main Chicago Maights, Illinois

P.I.N. 32-29-203-021, vol. 19

hereby releasing and waiving all rights under a (d b), virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances "er to 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 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 hok!!.(ir. Premises in trust by the Truslee, its successors and assigns, forever, for the purposes and upon the uses and trust set forth in this Trust Doed.

- 1. The Grantor agrees to: (i) promptly repair, restore (in refusid any buildings or improvements now or hereafter on the Promises which may become damaged or be destroyed; (ii) keep said. Promises in good condition and repair, without waste, and free from mechanic's problem for liens or claims for her not expressly subordinated to he lien hereof; (iii) pay when due any indebtedness which may be secured by a lien or change on the Premises superior to the lien hereor, (iv), refrain from transfering lifle or any interest in the Premises or assigning all or any portion of the Beneficial Interest of the Landaura executing this Trust Deed, if any; (v) comply with all requirements of taw or municipal ordinances with respect to the Premises and the use thereof; (vi) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (vii) pay before any penalty attaches all general taxes, and pay special faxes, apacial 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; (viii) pay in full under protest in the manner provided by statute, any tax or assessment which Granter may desire to contract therefor; (viii) pay in full under protest in the now or hereafter situated on said premises insured against loss or damage by fire, and (ix) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and of or casualty under policies at either the full replacement cost or an amount sufficient to pay in full all indebtedness secured hereby and discovering which has a prior lien, if any and then to each policy.
- 2. At the option of the holder of the Note and without further notice to Grantor, all unpaid in debtedness secured by this Trust Deed shall, nowithstanding anything in the Note or in this Trust Deed to the contrary, become due and pay lore. (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 perform, ince or observance of any term, agreement or condition contained in the Note, in this Trust Deed, in the lone of Credit Agreement, or in any clor, instrument which at any time evidences or secures the indebtedness secured hereby; or . (iii) upon the death of any party to the Note, cir and Credit Agreement or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party, or . (iv) if any party finition, the Note, whether as maker, endorser, guarantor, surety or accommodation party, or . (iv) if any party finition, or it a receiver of any such party's property shall be appointed, or due pathion in bankruptcy or other similar proceeding under any law for right of debtors shall be filed by or aquinest any such party and if filed against the party shall not be released within sixty . (60) days; or . (iv) if any statement, application or agreement made or it mished to First National Bank in Chicago Heights now or from time to time by Grantor is false or incorrect in a material respect, . (vi) if the holder of the Note should deem itself reasonably insecure.
- 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 payment of pendipat 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 influence of Granter to do so. All mon-ys paid for any of the purposes herein authorized and all expenses paid or incurred in connection there with, including altorneys' 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 indebtodness 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 the energy upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds dispursed in connection with the Premises. The Trustee or the holder of the ment or estimate procured making any payment hereby authorized instance in connection with the Premises. The Trustee or the holder of the ment 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, fortenture, tax lien or title or claim themost.
- 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 sall all expenditures and expenses which may be paid or incurred by or on behalf of Trustee's holder of the Note for reasonable attorneys' fees. Trustee's tees, appraisor's fees, outlays for documentary and expert evidence, stending the charges, publication costs and costs which may be expensed as to thems to be expended after entry of the decree) of procuring all such abstracts of title, it is searches and examinations, guarantee policies, Torriens certificates, and similar data and assurances with respect to title as Trustine or the holder of the Note may doem to be reasonably necessary either to prosecute such sult or to

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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 expanditures 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 sulf for the foreclosure hereof after accusal 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 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.
- 8. 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, it any, itable 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? It appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said the mises during the pendance 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:

 (a) the indebtedness successful to the lien hereof or of such receiver, provided such application is made prior to foreclosure sale;

 (b) the deficiency in case of a sale and deficiency.
- 7. The Trust Deed is given to escure all of Grantor's obligations under both the heretolore described Note and Line of Credit Agreement executed by Grantor contemporar sously 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 ram, ges, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyar coin 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, used of trust or other security agreement with a lien which has priority over this Trust Deed. Grantor agrees to execute such further deer ments 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 effect as provided in this Trustee and the holder of the Note consenting to same.
- 9. Extension of the time for payment, acceptance by Trulitee 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 here. It all not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or survive 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 right; or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically refusion 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 unerwise 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.
- Trust Deed as to that Grantor's Interest in the Premises.
- 1.1. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall "rustee be obligated to record this Trust Duid or to exercise any power herein given unitses expressly obligated by the terms hereof, no, by liable for any acts or omissions hereunder, except in case of its own gross negligence (it misconduct or that of the agents or employers 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 said factory 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 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 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 Dead. In addition, if the Premises is sold under Articles of Agreement for Dead 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.

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18. Any provision of this Trus has swhick as enforceable or lain raild of contany or he lavel illinois or the inclusion of which would affect the validity, legality or across that T ust II and It is I but no effect it dies ich as e all the remaining terms and provisions of this Trust Dead shall subsist and be fully effective the same as though no suck invalid portion had ever been included herein. IN WITNESS WHEREOF, Grantor (a) has/have executed this Trust Deed. Individuals nary asen Individual Grafftor Date: May .. 13 ... 1986 May 13, 1986 Individual Grantor Individual Grantor Date If this Trust Deed is executed by a Trust, 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 personally to pay said Note or any interest that liability on the may accrue thereon, c. any indebtedness accruing hereunder or to perform any convenants either expressed 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 Fromises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal high life of any individual grantor or any little idual borrower or co-maker, co-signer, endorser or guarantor of said Note. Trust not personally but as Trustee aforesaid ATTEST: STATE OF ILLINOIS 33: COUNTY OF I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James J. Nowickia Mary ann Nowicki , personally known to me to be the same person (s) whose name (s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the bigned, sealed and delivered free and voluntary act, for the uses and purpose is therein set forth, including the release and waiver of the said instrument as the right of homestead. GIVEN under my hand and official seal, this Notary Public My Commission Exilines: COFICIAL REAL La roine Reynolds . 19 Notary & tric, State of H My Commissio , Ex, ires 6-25-87 STATE OF ILLINOIS) SS: COUNTY OF), the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that of and , of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respectively appeared before me this day in person and acknowledged that they and signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation as Trustee as aforesaid, for the uses and purposes therein set forth; and the said as custodian of the corporate seal of said and there acknowledge that own free and voluntary act and as the free and voluncorporation, did affix said seal to said instrument as tary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and official seal, this Notary Public My Commission Expires:

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Lorraine Reynolds
Notary Public, State of Illinois
My Commission Expires 6-25-87

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