

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Under Trust Agreement dated June 13, 1988, between Chicago Title and Trust Company, a corporation of Illinois, as Trustee, and known as Trust Number 65043, hereinafter referred to as "Mortgagor," and Edward P. Cremerius of Palatine, COOK County, Illinois, hereinafter referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Revolving Loan Agreement (herein called "Agreement") hereinafter described, said Agreement being a revolving credit line as defined by S.H.A. ch. 12, para. 6495, said legal holder or holders being herein referred to as Holders of the Agreement evidenced by one certain Revolving Loan Agreement of the Mortgagors of even date herewith, made payable as stated therein and delivered, in any by which said Agreement the Mortgagors promise to pay the indebtedness outstanding from time to time with interest thereon, payable in installments pursuant to the Agreement providing for a line of credit of \$ 37,000.00 and, additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest rate based on a formula equal to seven (7) points over the 90-day commercial paper rate (that rate, major corporations) as published in the Wall Street Journal, with a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum of 18.50%. The obligation of the Holder of the Agreement to make further or future advances shall be optional with the Holder and no commitment is hereby made to make future advances. NOW, THEREFORE, the Mortgagors to secure the payment of the initial advance of \$ 21,000.00 with interest thereon and payment of all future advances made within 20 years of the date of this Deed to or on behalf of Mortgagors, or any one of them, and future advances to have the same priority as the initial advance, made on the date of this trust deed, with interest thereon, in accord with the terms, provisions and limitations of this trust deed, and the Agreement of even date herewith and the performance of the covenants and conditions hereinafter contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate, and all of the estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 34 in Block 4 in Auburn Highlands being Hart's Subdivision in Blocks 1, 2, 7 and 8 in Circuit Court Partition of the North West 1/4 of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$12.25
TH2222 TRAN 7216 06/17/88 15:59:00
#7217 # B * - 88 - 266971
COOK COUNTY RECORDER

P.I.N.: 20-32-104-031

Prepared by:

Edward P. Cremerius
Attorney at Law
One East Northwest Highway
Palatine, Illinois 60067

88266971

7932 South Ada, Chicago, Illinois 60620
(Number and Street)

Which said property hereinafter described, is referred to herein as the "premises"

TO HAVE AND TO HOLD with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof to and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts 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 and benefits the Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE AGREEMENT HAVE THIS TRUST DEED SECURED

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 mortgagors, their heirs, successors and assigns.

WITNESS the hand, seal and seal of Mortgagors the day and year first above written.
Chicago Title and Trust Company

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally,
By Jason Decker ASSISTANT VICE-PRESIDENT
Attest John M. Boll ASSISTANT SECRETARY

Corporate Seal
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 the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Monica Sanders
Notary Public, State of Illinois
My Commission Expires 4/28/92

Given under my hand and Notary Seal this 17 day of JUN 17 1988, 19
Monica Sanders
Notary Public

88266971

UNOFFICIAL COPY

12 31 1988

Notarial Seal

Notary Public

Given under my hand and Notarial Seal this _____ day of _____

voluntarily acted for the uses and purposes therein set forth.

_____ signed, sealed and delivered the said instrument as

foregoing instrument, appeared before me this day in person and acknowledged that

who personally known to me to be the same person _____ whose name

is _____ a Notary Public in and for and residing in said County in the State of Illinois.

STATE OF ILLINOIS
COUNTY OF COOK

My Commission Expires 4/30/88
Notary Public, State of Illinois
Monica Sanders
OFFICIAL SEAL

Property of Cook County Clerk's Office

Prepared by:
Richard P. Cremertius
COOK COUNTY RECORDER
#7817 # 23 -- 23 4 2 7 1
1#222 TRAN 7216 06/17/88 15 54 00
DEPT-01 RECORDING
\$12.25

Lot 34 in Block 4 in Auburn Highlands being Hart's Subdivision in Blocks 1, 2, 7 and 8 in Circuit Court Partition of the North West 1/4 of Section 12 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Chicago Title and Trust Company, a corporation of Illinois, as Trustee, and known as Trust Number 65043, hereinafter referred to as "Mortgagor," and Edward P. Cremertius of Palatine, Cook County, Illinois, herein referred to as "Trustee," witness that, WHEREAS the Mortgagor is duly indebted to the legal holder of the Revolving Loan Agreement (hereinafter described as "Agreement") referred to as holders of the Agreement, evidenced by one certain Revolving Loan Agreement of the Mortgagors of even date herewith, made payable as stated therein and delivered, in any to which and to the Agreement providing for a line of credit of \$ 37,000.00 and, additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest rate based on a formula and to seven (7) points over the 90-day commercial paper rate (high grade major corporation) as published in the Wall Street Journal, subject to a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum of 18.50%. The obligation of the holder of the Agreement to make further or future advances shall be optional with the holder and no commitment is hereby made to make future advances. NOW, THE TRUSTEE, the Mortgagors to secure the payment of the final advance of \$ 21,000.00 with interest thereon, and payment of all future advances made within 30 years of the date of this deed, with interest thereon, as provided of them, such future advances to have the same priority as the final advance, made on the date of this deed, with interest thereon, as provided and with the terms, provisions and limitations of this deed, and the Agreement of even date herewith and the performance of the covenants and agreements herein contained, by the Mortgagors of this deed, and the Agreement of even date herewith and the performance of the covenants and agreements herein contained, do by these presents CONVEY and WARRANT into the Trustee, its successors and assigns, the following interest: Real Estate and all other estate, right, title and interest therein, situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

8 0 2 5 6 9 / 88266971

REVOLVING TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

89-266971

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements... may become damaged or be destroyed, to keep and premises in good condition and repair...

2. Mortgages shall pay before any penalty attaches all general charges and shall pay... charges, power, water, gas, telephone and other charges against the premises...

3. Mortgages shall keep all buildings and improvements... covered by fire, lightning or windstorm and flood damage... providing payment by the insurance companies...

4. The Trustee or holders of the Agreement hereby secured making any payment... may do so in or to any bill, statement or estimate procured from the appropriate public officer...

5. When the indebtedness hereby secured shall become due... the Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness...

6. 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...

7. 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...

8. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available to the party enforcing same in an action at law upon the Agreement hereby secured.

9. Trustee or the holder of the Agreement shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Agreement or Trust Deed...

11. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation and delivery of a release thereon... and the release shall be given to the person named in the release...

12. Trustee may assign its instrument in writing filed in the office of the Recorder... and the Agreement and instruments herein described may, by an instrument in writing executed by the Trustee...

13. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages... through Mortgages and the word "Mortgages" when used herein shall and include the successors, assigns, heirs, executors, administrators, personal representatives, and assigns of the indebtedness hereon, part thereof, whether or not such persons shall have executed the Agreement...

14. Before recording this Trust Deed, Trustee or holder of the Agreement shall cause to be prepared... and the Trustee or holder of the Agreement shall be liable for any and all such costs and expenses...

15. Edward P. Cremerius
One East Northwest Highway
Palatine, Illinois 60067
7932 S. Addison
Chicago, IL 60620