

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Under Trust Agreement dated 9/17/74, JUN 13 19 88, 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 Palatino, COOK county, Illinois, herein 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 loan as defined by S.H.A. ch. 42, para 6095, 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 then made, major corporations 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, THEREFORE, the Mortgagors to secure the payment of the initial advance of \$ 21,000.00, will convey, sell, assign, and pay over all future advances made within 20 years of the date of this Deed to or on behalf of Mortgagors, or any one or more of the above advances to have the same priority as the initial advance, made on the date of this trust deed, with interest thereon, in accordance with the terms, provisions and limitations of this trust deed, and the Agreement of even date herewith and the performance of the covenants contained herein, 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, his 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.

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

DEPT-01 RECORDING

THQ222 TRAN 7216 06/17/88 15:54:00

#7217 # B \* 88-266971

COOK COUNTY RECORDER

Prepared by:

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

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

The above described property hereinafter described, is referred to herein as the "premises."

TO OWN WITH ALL IMPROVEMENTS, TENEMENTS, EASEMENTS, FIXTURES, AND APPURTENANCES THERETO BELONGING, AND ALL RENTS, ISSUES AND PROFITS THEREOF, 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 FOR THE PURCHASE AND ALL APPARATUS, EQUIPMENT OR ARTICLES NOW OR HEREAFTER THEREON OR THEREOF 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 THAT THIS TRUST DEED SECURES.

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, day 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 total 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 WHEREOP, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-Presidents, 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 Charles Becker ASSISTANT VICE-PRESIDENT

Attest Jeanne M. Koll 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, herein 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 own 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 4/25/92

Given under my hand and Notary Seal this JUN 17 1988 day.

Monica Sanders  
Notary Public

88266971

the Agreement and the other documents referred to in Article 10.2 above, shall be binding upon the parties hereto from the date of execution of this Agreement, which date is the date of the first signature by each party to this Agreement, or the date of the last signature if this Agreement is executed in more than one copy, whichever date is earlier.

10.3. The parties hereto shall have the right to amend this Agreement at any time by mutual agreement, provided that such amendment does not contravene the spirit and intent of this Agreement. Any such amendment shall be made in writing and signed by both parties hereto. Any such amendment shall be binding upon the parties hereto from the date of execution of such amendment, or the date of the last signature if this Agreement is executed in more than one copy, whichever date is earlier.

10.4. The parties hereto shall have the right to terminate this Agreement by giving written notice to the other party, provided that such notice is given in accordance with the provisions of Article 10.2 above, and that the notice specifies the reason for termination.

10.5. The parties hereto shall have the right to terminate this Agreement by giving written notice to the other party, provided that such notice is given in accordance with the provisions of Article 10.2 above, and that the notice specifies the reason for termination.

10.6. The parties hereto shall have the right to terminate this Agreement by giving written notice to the other party, provided that such notice is given in accordance with the provisions of Article 10.2 above, and that the notice specifies the reason for termination.

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10.15. The parties hereto shall have the right to terminate this Agreement by giving written notice to the other party, provided that such notice is given in accordance with the provisions of Article 10.2 above, and that the notice specifies the reason for termination.

**UNOFFICIAL COPY**

**THE AMERICAN  
PHOTOGRAPH**

WEDNESDAY

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**RIGHT TO CANCEL BOOKED PLANE TICKET FOR THE AIRPORT**

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**Capítulo 10: Desenvolvimento de software e gerenciamento de projetos**

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JULY 18

• 1000 •

SIGNIFICANT LIVES

"OFFICIAL SEAL"  
Montgomery County  
Maryland Public Schools  
MONTGOMERY COUNTY PUBLIC SCHOOLS

Digitized by srujanika@gmail.com

Prepared by:

COOK COUNTY RECORDER

P.I.N.: 20-32-104-05) 745-3817-A B TRAIN 7212 06/17/80 15 59 00 TH2222

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WEDNESDAY, JUNE 13, 1988 - Page 13  
CHICAGO TRIBBLE AND TRIBUNES, AS TRUSTEE,  
between corporators of TRUST COMPANY, a  
TRUST AGREEMENT dated 9/17/74 - 1988

**ANSWER** (S) SUBJECTIVE REPORTS AND THEORIES

## REVOLVING TRUST DEED

**UNOFFICIAL COPY**

Page

1. Montgomerie shall at promptly repair, restore or replace any buildings or improvements which may become damaged or be destroyed, to keep said premises in good condition and repair, and to pay all other bills or charges for items not expressly subordinated to the liability of to pay claim against the Trustee or trustee on the premises superior to the tenancy, and upon request exhibit any documents required by the Trustee or to holders of the Agreement, to complete within a reasonable time the process of extinction and premises set forth with all requirements of law, making payment of all amounts due and the amount of all legal or material expenses in said execution, except as herein set out.

2. Mortgagor shall pay before any penalty attaches all general taxes and special assessments, including interest thereon, and all other charges, taxes, or assessments, and other charges against the premises when due, and shall pay all costs, expenses, and attorney's fees, and all other amounts due to holders of the Mortgagor's "implied" receipts, hereinafter. To prevent default hereunder, Mortgagor shall pay by the date specified in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on real estate mortgaged against damage by fire, lightning, windstorm, and flood damage, where the lender is required by law to have insurance, and shall provide, for payment by the insurance companies of monies sufficient either to pay the cost of repair or to replace the same, to pay in full the indebtedness secured hereby, all in compliance satisfactorily to the holders of the Note, and to make payable, in case of loss or damage, to Trustees for the benefit of the holders of the Agreement, the amount necessary to standardize mortgage clause to be attached to such policy, and shall deliver all policies, including others of insurance, to the holders of the Agreement, and in case of a variance about to expire, shall deliver renewed policies, not later than the date of expiration.

5. The Trustee or the holders of the Agreement hereby agrees not to make any payment hereunder in respect of taxes or assessments, but to do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the correctness of such bill, statement or estimate or into the validity of any tax, assessment, rate, fee, charge, fee or system under which the same is levied.

**accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax, fine or claim thereof.**

**7. When the indebtedness hereto secured shall become due whether by acceleration or otherwise, liability of the**

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 value all expenditures and expenses which may be paid or incurred by or on behalf of Plaintiff or holders of the Agreement for attorney fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, attorneys' and other expenses, costs and expenses of collection, which amounts shall be estimated at one thousand dollars (\$1,000.00) per month.**

stenographic charges, publication costs and costs which may be estimated as to items to be expended after notice of the default or procuring attorney's fees, title searcher and examinations, title insurance policies, Torrens certificates, and similar documents and insurances with respect to title. Trustee or holder of the Agreement may deem to be reasonably necessary to effect or prosecute such suit or to evidence his belief at any rate 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 of the nature in this paragraph mentioned shall become an item additional to indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the Agreement securing this Trust Deed, if any, otherwise the promissory rate set forth therein, when paid or incurred by Trustee or holder of the Agreement in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this Trust Deed or any instrument or conveyance secured, or the preparations for the commencement of any suit for the foreclosure of, or after accrual of such right to foreclose, whether or not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the property or the estate hereof, whether or not actually commenced.

**8. 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 contained in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Agreement, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Agreement, fourth, any overage to Mortgagor, then, her heirs, legal representatives or assigns, at their rights may appear.**

**10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Agreement hereby secured.**

**11. 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.**

12. Trustee has no duty to examine the date, 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms of the Agreement or Trust Deed for any act or omission 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.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of a duly executed copy of this affidavit of indebtedness secured by the Trust Deed has been fully paid; and Trustee may execute and deliver a release thereof to any of the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the Agreement representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a release is requested of a successor trustee, such successor trustee may accept in the genuine Agreement herein described by the Agreement when bears an identification number purporting to be placed thereon by a prior Trustee hereunder, or when contains a reference to the description herein contained of the Agreement and which purports to be executed by the person herein described as the maker thereof, and when the release is requested of the original trustee and it has never placed its signature on the Agreement described herein, it may accept as the genuine Agreement herein described any Agreement which by its plain language indicates in substance with the description herein contained of the Agreement and which purports to be executed by the person herein designated as maker thereof.

14. This Clause, and all provisions hereinafter contained to and including the words "Mortgagee" through "Mortgagor" and the word "Mortgagor" when used herein, shall not affect the liability of the debtor or any part thereof, whether or not such persons shall have exceeded the amount of the Agreement, or if any disbursement shall be required to meet same. And so it is agreed.

16. Before concluding this Trust Deed, Trustee or successor shall be entitled to require consideration of the terms and conditions of this Trust Deed, and Trustee or successor shall be entitled to require consideration of the terms and conditions of this Trust Deed.

A  
MAILED Edward P. (remerius)  
One East Northwest Highway  
Palatine, Illinois 60067 7932 S. Ashland  
Chicago, IL 60620