

**REVOLVING TRUST DEED**

This instrument was prepared by

TALON &amp; FTSAGUE

172 W. JACKSON BLDG., 7-1220

CHICAGO, IL. 60604

**UNOFFICIAL COPY**

31488888

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED made 19 SEPTEMBER 1991, between JOHN A. DAVIA AND REBECCA M. DAVIA, H-W, IN JOINT TENANCY  
herein referred to as "Mortgagors" and LINDA H. ETTRICK

County, Illinois herein referred to as TRUSTEE, witnesseth THAT WHEREAS the Mortgagors are in debt to the legal holders of the Revolving Loan Agreement therein called "Agreement" herinafter described, said Agreement being a revolving credit plan as defined by S.H.A. ch. 17, para. 6495, said legal holder or holders being herein referred to as Holders of the Agreement evidenced by the certain Revolving Loan Agreement of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and 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 THIRTY EIGHT THOUSAND DOLLARS

(\$38,000.00) 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 points over the 90-day commercial paper rate (short grade, major corporations) as published in the Wall Street Journal, subject to minimum ANNUAL PERCENTAGE RATE of 10% and maximum of 12%.

The obligations of the Holders of the Agreement to make further or future advances shall be coequal with the Holders and no commitment is hereby made to make future advances.

NOW THEREFORE the Mortgagors to secure the payment of the initial advance of **NINE THOUSAND THREE HUNDRED DOLLARS (\$ 9300.00)** with interest thereon at the rate of 10% on all other advances made within 20 days of the date of this Deed or on behalf of Mortgagors, and/or of their or future advances, to have the same priority as the initial advance made on the date of the first debt, with interest thereon at the same rate, with the terms, provisions and limitations of this trust deed, and the Agreement of even date herewith and the performance of the covenants and agreements herein 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 their right, title and interest therein situated, lying and being in the COUNTY OF COOK, STATE OF ILLINOIS, to wit:

PARCEL #1: THE NORTHERN 75 FEET OF THE 54TH 50 FEET  
 IN THE WEST 1/2 OF SECTION 14, TOWNSHIP 1, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 COOK COUNTY, ILLINOIS.

PARCEL #2: THE NORTHERN 75 FEET OF THE 54TH 50 FEET  
 IN THE WEST 1/2 OF SECTION 14, TOWNSHIP 1, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, Lying and being in the County of COOK, State of ILLINOIS.

31488888

TAX ID NO: 25-07-207-011

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COOK COUNTY RECORDER

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom so long 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 undividedly and all separate equipment or articles now or hereafter therein 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 article 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 Law 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.

**THE COVENANTS, CONDITIONS AND PROVISIONS.**

1. Mortgagors shall (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and notwithstanding any right or option granted by any superior lien or by any superior lienholder to permit the principal balance of such superior lien to increase, not permit the principal balance of any superior lien to increase above the balance existing at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the agreement; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

This trust deed consists of two pages. The covenants, conditions and provisions continued on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part thereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written

John A. Davia

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County COOK

{ SS }

I, ROBERT B. JAMES,  
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
JOHN A. DAVIA AND REBECCA M. DAVIA, H-W,  
 who ARE personally known to me to be the same personS whose nameS ARE  
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
John A. Davia signed, sealed and delivered the said instrument as THEIR  
 free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19 day of SEPTEMBER 1991

Robert B. James

Notary Public

Notarial Seal

# UNOFFICIAL COPY

ACE IN RECORDER'S OFFICE BOX NUMBER

ATTO 175 W. 35th Street, New York, N.Y. 10018  
TALAN AND KTSANES

MAIL TO:

19751 S. Laramie Drive  
MICHIGAN CITY, INDIANA 46360  
ONE BLOCK SOUTH OF THE HIGHWAY

16. Before recording, the Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

15. This Trust Deed and all proceedings before the Trustee to record the Agreement shall be recorded in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

14. Through Michigan, and the Trustee, and all persons claiming under the Trustee, the Agreement shall be recorded in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

13. This Trust Deed and all proceedings before the Trustee to record the Agreement shall be recorded in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

12. The Agreement may be recorded by the parties themselves or by their attorney in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

11. Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

10. No action for the recovery of any amount due under this Agreement or for specific performance of this Agreement or for damages caused thereby may be brought in any court of law or equity or in any other forum than the Trustee.

9. In case of a sale of a stock or shares of stock, the Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located. The Trustee shall record the Agreement in the office of the Recorder of Deeds of the County where the property is located.

8. The proceeds of any lottery or raffle or similar scheme shall be distributed and applied in the following order of preference:  
a) Any amount due to Mortgagor, less interest thereon as provided; less legal expenses incurred in the prosecution of the Agreement; less attorney's fees and expenses incurred in the defense of the Agreement; less costs and expenses incurred in the collection of the Agreement; less any amounts paid or expended under this Agreement; less any amounts paid or expended under this Agreement; less any amounts paid or expended under this Agreement.

7. When the holder of any debt due to him has been paid in full, he shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

6. The Trustee shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

5. The Trustee shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

4. In case of default of the holder of any debt due to him, the Trustee shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

3. Mortgagees shall pay each item of expense incurred in the prosecution of the Agreement, less any amount paid or expended under this Agreement.

2. Mortgagors shall pay before recording any amount due to the holder of any debt due to him.

1. In case of default of the holder of any debt due to him, the Trustee shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

6. The Trustee shall receive the balance due to him after the payment of any amount due to the holder of any debt due to him.

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