

REVOLVING TRUST DEED

This instrument was prepared by
TALAN & KISANES
208 S. LA SALLE #1600
CHICAGO IL 60604

UNOFFICIAL COPY

92611136

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made AUGUST 7, 1992, between
ZBIGNIEW GROT, NOW MARRIED TO GRAZyna GROT
herein referred to as "Mortgagors," and LINDA L. KISANES,

(XXX) County, Illinois, herein referred to as "HOLDER," witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Revolving Loan Agreement theron called ("Agreement") hereinabove described, said Agreement being a revolving credit loan as defined by S.A. ch. 17, para. 6405, and 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 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 NINETY NINE THOUSAND NINE HUNDRED NINETY NINE DOLLARS & NINETY NINE CENTS (\$99,999.99) 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 NINE points over the 90-day commercial paper rate (high grade, major corporations) as published in the Wall Street Journal, subject to a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum of 21. The obligations of the Holders 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 NINETY NINE THOUSAND NINE HUNDRED NINETY NINE DOLLARS & NINETY NINE CENTS (\$99,999.99) 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, such future 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 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 estate, right, title and interest therein, situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 16 IN MAY MANOR, A SUBDIVISION OF THE WEST 16.57 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 8, 1922 IN BOOK 169 OF PLATS, PAGE 6 AS DOCUMENT NUMBER 7397730, IN COOK COUNTY, ILLINOIS.

92611136

TAX ID NO: 16-06-225-024

DEPT-01 RECORDING \$23.75
T\$4444 TRAN 5102 08/18/92 10:27:16
\$9124 * 72-6111-136
COOK COUNTY RECORDER

THIS IS NOT HOMESTEAD PROPERTY

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for 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 secondarily) and all apparatus, 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.

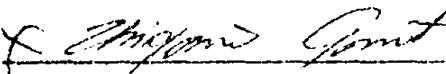
THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE AGREEMENT THAT THIS TRUST DEED SECURES.

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.


ZBIGNIEW GROT

[SEAL]

[SEAL]

[SEAL]

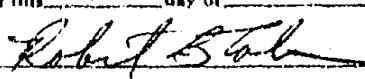
[SEAL]

STATE OF ILLINOIS,

County COOK

SS. I, ROBERT B. TALAN
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
ZBIGNIEW GROT NOW MARRIED TO GRAZyna GROT
who is personally known to me to be the same person, whose name is
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
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7TH day of AUGUST, 1992.


Robert B. Talan

Notary Public

Notarial Seal

TALAN AND KTSANES
ATTORNEYS AT LAW

FOR RECORDEDERS' INDEX PURCHASES
INSURE STERLING ADDRESSES OF ABOVE
DISCHARGED PROPERTY IN THE

14. Trustee may resign by instrument filed in writing filed in the office of the Register of Titles in which title instrument is recorded or registered or filed in case of death registered or filed in case of death.

survival rates of the individuals, especially those of the older ones, were significantly lower than those of the younger ones.

11. Furtherance of the party's intergovernmental aims in its relations with other units of government, including the states, territories, and the District of Columbia, shall have the right to impact the Agreements in a manner necessary to effectuate those aims.

10. No relation for the antecedent of the loan or of any provision shall be subject to any defense which would not be good and valid in the ordinary course of business.

9. Upon, or at any time after the filing of a bill to recover the amount of a debt, without notice, within forty days from the date of service, the creditor may sue for payment. Such application must be made in the name of the creditor, and before the filing of a bill to recover the amount of a debt, without notice, within forty days from the date of service, the creditor may sue for payment.

The Agreement will enter into force on the date of its signature, as later (unless otherwise agreed).

8. The distribution of any rewards or penalties will be distributed evenly and applied in the following order of priority: First, on behalf of the project manager; second, all other team members who worked under the team's lead; third, consultants recruited to this assignment; fourth, partners/clients; fifth, employees assigned to the project.

Agreement set as: During this period, the party organization is to receive a rate equivalent to the party membership fee set forth in the secured hotel, and immediately due and payable, with interest thereon at the rate equivalent to the sum of one-half percent of such amount, plus interest at the rate of six percent per annum, from the date of payment until paid in full.

Programs, such as the *High School Diploma Program*, provide students with opportunities to take college-level courses and earn college credit while still in high school. This allows students to save money on tuition and fees, and it can also help them gain admission to college more easily.

Trinitarians shall have the right to exercise their religion freely according to their own consciences, and by the same token they are bound to do the same in respect of other persons.

When the individual uses a heavy-backed stool, however, she will sit upright, thus making it easier for her to remember all the details of the Trust Deed.

Because of such bills, it is important to remember that the legislature of any state, regardless of its political complexion, can pass laws that will affect the entire nation. This is particularly true if the state has a large number of people who are members of Congress or the Senate.

Further therefore, in case of termination of the Agreement, it shall never be considered as a warranty of any right accruing to them on account of payment of hire or of the hire of the Agreement, unless it is expressly so provided.

and the first step towards the final goal of the revolution. The second step is to develop a broad-based mass movement, which can bring about a radical change in the society.

4. In the case of separate entities, it would be of the interest of the appropriate authority to consider the possibility of making available to the relevant organization the services of a professional advisor.

standardized nomenclature to be used in cases of emergency, and shall deliver renewal policies not less than one day prior to the respective dates of expiration.

by the legislature or legislature shall apply to all buildings and improvements now or hereafter situated on land owned by the owner of the building or buildings.

2. Mortgagors shall pay interest at the rate of six percent per annum on all amounts due and unpaid until paid in full under present or future obligations.