

REVOLVING TRUST DEED

This instrument was prepared by

EQUITY TITLE COMPANY
2 E. 22ND STREET, #105
LOMBARD, ILLINOIS 60148

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made JULY 22ND, 1993, between WILLIAM H. FISHER MARRIED TO KAREN FISHER

herein referred to as "Mortgagors," and FIVE AVCO FINANCIAL SERVICES, INC. of 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 therein called "Agreement" hereinafter described, said Agreement being a revolving credit loan as defined by S.H.A. ch. 17, para. 6405, 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 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 FIFTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100\$ 58,500.00) 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 (high grade, major corporations) as published in the Wall Street Journal, subject to a minimum ANNUAL PERCENTAGE RATE of 10% and a maximum of 15.25%. The obligations 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 FIFTY SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS AND 00/100\$ 56,180.00 with interest thereon, and payment of all future advances made within 20 years of the date of this Deed, 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, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 4 IN THE RESUBDIVISION OF LOTS 4 AND 5 IN BLOCK 50 IN WASHINGTON HEIGHTS, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13, ALL OF BLOCK 14, LOTS 7 TO 63 INCLUSIVE IN BLOCK 20, LOTS 1, 2, 3 IN BLOCK 21 AND ALL OF BLOCKS 24, 25, 28, AND 29, ALL IN SECTION 18 AND 19, ALSO A SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 20, AND THAT PORTION OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, EAST OF PROSPECT AVENUE, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 25-18-409-009

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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 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 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.

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 S and seal S of Mortgagors the day and year first above written.

William H. Fisher (SEAL) Karen Fisher (SEAL)
 WILLIAM H. FISHER

(SEAL)

(SEAL)

STATE OF ILLINOIS, }
 County COOK } SS.
 COOK

1. THE UNDERSIGNED
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
WILLIAM H. FISHER MARRIED TO KAREN FISHER
 who ARE personally known to me to be the same person S whose name ARE
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
THEY 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 22ND day of JULY, 1993.

Lisa R. Lopardo Notary Public



Notarial Seal

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60643

"DNI'S EYES"

HARVEY

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13. This Trustee shall keep and file a record of all provisions made by the testator in his will relating to the distribution of his estate.

If I illustrate my region by instruments in writing filled in the office of the heralds of titles in which this instrument
shall have been recorded or filled in a list of the heralds of titles in order to set off the rank,
and the person who is in a situation and position of the State of Illinois, to serve as trustee in writing,
any person who is in a situation and position of the State of Illinois, to act as trustee in his place and stead, who shall be called recorder to the Trustee, Any Successor in
trustee hereunder shall have the general title, powers and authority as are herein granted trustee
provided of advertisement and suit succeeded to Trustee to add real estate and other personal property to the same, in
any part of the County in which the premises succeeded shall be Successor to Trustee.

In addition, we have examined the descriptive statistics of the Agreements and which properties tend to be exceeded by the properties herein.

13. True/false: A person can be held liable for battery if he or she intentionally caused another person to be injured. **True**
14. True/false: A person can be held liable for battery if he or she negligently caused another person to be injured. **False**

12. **Trade secret**, or to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatory or his or her representative on the Agreement.

11. **Parties to the Agreements** shall have the right to inspect the premises at all reasonable times and receive certificates or bills of lading.

sales; (d) the delicacy in case of a sale and deficiency;

in whole or in part, without prior written permission of the author or publisher.

which may be necessary for the interpretation of such records, we would do well to follow the example of the author of this paper.

8. The proceeds of any lottery shall be distributed in the following order of priority: First, on behalf of the charitable organization for the defense of our country; second, to the treated unit or procreational market which affords the greatest benefit to the community; or to the local government for the welfare of the people.

sure to evidence to the public that it has prepared to do such an extreme measure if necessary.

peculiarities of any other system, even to increase above the principal balance existing at the time of the making of this Trust Recd.

6. More vigorous shall pay each term of indebtednesses herein mentioned, both principal and interest, when due according to the terms hereof. A

5. The parties to the Agreement hereby agree to pay all taxes and other governmental charges or fees imposed by any state, local, or federal government or agency upon the performance of any act, assessment, or exercise of any right or power under this Agreement.

imagineable circumstances, including but not limited to, fire, flood, or other natural disasters, or acts of God, or acts of terrorism, or acts of war, or acts of pirates or other armed criminals, or other acts of third parties, or other events which could affect the delivery of the Software, or the performance of the Services, or the safety of the Software or the Services.

4. In case of default of debtors. Transfer of the holdovers of the debtors to any firm and manner demanded, exceptive, corrective, or other procedure may be resorted to in case of non-payment of debts.

standard moratoriums, in case of loss of damage, to transfer title to the holder of the original policy, and in case of insurable damage about to expire, shall deliver renewal policies not later than ten days prior to the expiration date of the original policy.

pay in full for payment by the intermediate company, all of whom have a definite liability to pay to the creditor or the assignee, under whose name or in whose name the same or a part of the debt was contracted.

number provided by the Agent, and payment shall be made to him at his office, or to his agent, at the time of delivery of the goods, or at such other time as may be agreed upon between the parties.

THE COVERNANTS, GOVERNMENTS AND GOVERNORSHIPS OF THE TOWNS OF THE COAST.