

REVOLVING TRUST DEED

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This instrument was prepared by:

IRVING HULLMAN  
IRVING HULLMAN  
111 S. COOK ST.  
CHICAGO, ILL. 60602

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made APRIL 12, 1994, between MARK A. ORLICH and MARILYN H. ORLICH, HIS WIFE, AS JOINT TENANTS.

herein referred to as "Mortgagors," and FIVE AND FINANCIAL SERVICES, INC., of KANE County, Illinois, herein referred to as "LENDER," with which THAT, WHEREAS the Mortgagors are jointly

indebted to the legal holders of the Revolving Loan Agreement (hereinafter 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 Holder 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 provide 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 FIVE THOUSAND DOLLARS AND NO CENTS (\$ 55,000.00)

and additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is a fixed interest rate of 18.00%. 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 TEN THOUSAND DOLLARS AND NO CENTS (\$ 10,000.00) 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, 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:

31411051

DEPT-01 RECORDING \$20.50  
T#0012 TRAN 0598 05/06/94 09:03:00  
#7608 \$ SK \*-94-411051  
COOK COUNTY RECORDER

LEGAL DESCRIPTION:

LOT 7 IN BLOCK 17 IN HANOVER HIGHLANDS UNIT NO. 2, VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31 AND THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 26, 1964 AS DOCUMENT NO. 21337400 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MARCH 26, 1964, AS DOCUMENT NUMBER 2141607, IN COOK COUNTY, ILLINOIS.

PK# 07-31-205-007 COMMONLY KNOWN AS: 6960 LONG MEADOW, HANOVER PARK, ILLINOIS 60103

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 receipt 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.

Mark A. Orlich (SEAL) [SEAL]  
Marilyn H. Orlich (SEAL) [SEAL]

MARILYN H. ORLICH  
STATE OF ILLINOIS,  
County KANE

SS. I, THE UNDERSIGNED  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
MARK A. ORLICH MARRIED TO MARILYN H. ORLICH  
who ARE personally known to me to be the same person, S whose name, S 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

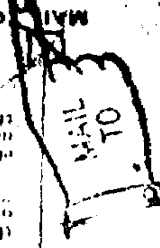
"OFFICIAL SEAL"  
Shannon Norman  
Notary Public, State of Illinois  
My Commission Expires 12/8/95  
Notarial Seal

Given under my hand and Notarial Seal this 12 day of APRIL 1994.  
Shannon Norman Notary Public

UNOFFICIAL COPY

Aurora, IL 60501 P.O. Box 2848

1460 N. Fairsworth Suite 2 AVCO Financial Services



FOR REWARDERS, INDEMNIFYING INTERESTS AND ASSURANCE DESCRIBED PROPERTY HERE

THE COVENANTS, CONDITIONS AND PROVISIONS CONTAINED FROM PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED); 2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, water sewer charges, and other charges agreed to by the mortgagor when the mortgagor shall pay in full... 3. Mortgages shall keep all buildings and improvements... 4. In case of default... 5. The Trustee or the holders of the Agreement hereby secured making any payment hereby authorized relating to taxes or assessments... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the mortgagor has secured hereby secured the principal balance existing at the time of the making of this Trust Deed... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 9. 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... 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party imposing same... 11. Trustee in the holder of the Agreement shall have the right to inspect the premises at all reasonable times and access therefor... 12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature of the holder of the Agreement... 13. Trustee shall prepare the Trust Deed and the lien thereon by proper instrument upon presentation of an satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid... 14. Trustee may require the recipient in writing filed in the office of the Recorder or Register of Deeds in which this instrument shall have been recorded or filed... 15. Trustee shall have the right to appoint an Administrator or Receiver of the Trust Deed and all persons claiming under or through the Trust Deed... 16. Before releasing this Trust Deed, Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when this instrument is issued... 17. The provisions of this Trust Deed, the provisions of the Trust Deed, the provisions of the Trust Deed, the provisions of the Trust Deed and any provisions of the Trust Deed shall be applicable to this Trust Deed.

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