

UNOFFICIAL COPY

95113159

REVOLVING TRUST DEED

This instrument was prepared by:

Paul D. Fischer, atty.

420 N. Wabash, Suite 203

Chicago, IL 60611

DEPT-01 RECORDING \$27.50
140000 TRAN 0877 02/16/95 14:34:00
01540 : AH * -95-113159
COOK COUNTY RECORDER

EC 109653

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made February 9, 1995, between Fatima I. Silva now known as Fatima I. Rocha married to Sergio Rocha, Her Husband

herem referred to as "Mortgagors," and Paul D. Fischer, 420 N. Wabash, #203, of Chicago 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. 17, para. 6-405, 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 Thirty-Two Thousand Nine Hundred Ten Dollars & no cents (\$ 32,910.00) and, additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest based on a formula equal to 7.0 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 21.0 %. 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. Thirty-Two Thousand Nine

NOW, THEREFORE, the Mortgagors to secure the payment of the initial advance of Hundred Ten Dollars & no cents (\$ 32,910.00) 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:

Unit 15 Together With An Undivided 25 Percent Interest in the Common Elements in 5526 North Kimball Condominium as Delineated and Defined in the Declaration Recorded as Document Number 23210565, in the North 1/2 of Section 11, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-11-201-048-1001

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

THIS TRUST DEED CONSISTS OF FOUR PAGES.
(Page 1 of 4)

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executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the Agreement described herein, it may accept as the genuine Agreement herein described any Agreement which may be presented and which conforms in substance with the description herein contained of the Agreement and which purports to be executed by the persons herein designated as makers thereof

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee the then legal holder of this Trust Deed and the Agreement or Agreements herein described may, by an instruction in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale succeed to Trustee's title to said real estate and the trust herein created respecting the same. In the alternative, the then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Agreement or this Trust Deed. The word "Agreement" when used in this instrument shall be construed to mean "Agreements" when more than one Agreement is used.

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 the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

This trust deed consists of four pages. The covenants, conditions and provisions contained in pages 1 of 4 through 4 of 4, inclusive 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 this day and year first above written.

Fátima I. Silva now known as Fatima I. Rocha
Sergio Rocha
Fatima I. Silva now known as Fatima I. Rocha [SEAL] Sergio Rocha (to waive homestead exemption) [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS,

County Cook

I, Gail P. Gloudeinan

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY

SS. CERTIFY THAT Fatima I. Silva now known as Fatima I. Rocha
and Sergio Rocha

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 acknowledge that they signed, sealed and delivered the said Instrument their free and voluntary act, for the uses and purposes therein set forth.



under my hand and Notarial Seal this 9th day February, 1995.

Gail P. Gloudeinan Notary Public

Notarial Seal

MAIL TO:

Five Avco Financial Services, Inc.
2474 East Dempster Street
Des Plaines, IL 60016-0367

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE:

5524 N. Kimball, Unit 1S

Chicago, IL 60625

PLACE IN RECORDER'S OFFICE BOX NUMBER: 01 7134

THIS TRUST DEED CONSISTS OF FOUR PAGES.
(Page 4 of 4)

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REVOLVING TRUST DEED

This instrument was prepared by:

Paul D. Fischer, atty.

420 N. Wabash, Suite 203

Chicago, IL 60611

DEPT-01 RECORDING \$27.50
T#0000 TRAM 0277 02/16/95 14:34:00
#1540 + 011 * -95-113159
COOK COUNTY RECORDER


EC 1019653

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made February 9, 1995, between Fatima I. Silva now known as Fatima I. Rocha married to Sergio Rocha, Her Husband herein referred to as "Mortgagors," and Paul D. Fischer, 420 N. Wabash, #203, of Chicago 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. 17, para. 6-05, 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 Thirty-Two Thousand Nine Hundred Ten Dollars & no cents (\$ 32,910.00) and, additional advances not exceeding the amount of the line of credit. The interest rate provided for in the Agreement is an adjustable interest based on a formula equal to 7.0 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 21.0%. 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. Thirty-Two Thousand Nine

NOW, THEREFORE, the Mortgagors to secure the payment of the initial advance of Hundred Ten Dollars & no cents (\$ 32,910.00) 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:


Unit IS Together With An Undivided 25 Percent Interest in the Common Elements in 5526 North Kimball Condominium as Delineated and Defined in the Declaration Recorded as Document Number 23210565, in the North 1/2 of Section 11, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-11-201-048-1001

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ESTATE

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JRE 18/92

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

UNOFFICIAL COPY

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 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 NOTE 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 of 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 erecting 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.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Agreement duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Agreement, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Agreement, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the Agreement, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the Agreement may, but need not make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not make full or partial payments of principal or interest on prior encumbrances, if any, and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the Agreement to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and 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 pre-maturity rate set forth therein. Inaction of Trustee or holders of the Agreement shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the Agreement hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the agreement, and without notice to Mortgagors, all unpaid indebtedness secured

THIS TRUST DEED CONSISTS OF FOUR PAGES.
(Page 2 of 4)



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executed by the persons herein designated as the makers thereof and where the release is requested of the original trustee and it has never placed its identification number on the Agreement described herein, it may accept as the genuine Agreement herein described any Agreement which may be presented and which conforms in substance with the description herein contained of the Agreement and which purports to be executed by the persons herein designated as makers thereof

- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee the then legal holder of this Trust Deed and the Agreement or Agreements herein described may, by an instruction in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale succeed to Trustee's title to said real estate and the trust herein created respecting the same. In the alternative, the then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Agreement or this Trust Deed. The word "Agreement" when used in this instrument shall be construed to mean "Agreements" when more than one Agreement is used.
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This trust deed consists of four pages. The covenants, conditions and provisions contained in pages 1 of 4 through 4 of 4, inclusive 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.

Fatima I. Silva now known as Fatima I. Rocha
as Fatima I. Rocha [SEAL] *Sergio Rocha* [SEAL]
 Fatima T. Silva now known as Fatima I. Rocha [SEAL] Sergio Rocha (to waive homestead exemption) [SEAL]

STATE OF ILLINOIS, } I, Gail P. Gloudeman
 County Cook } SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
 CERTIFY THAT Fatima I. Silva now known as Fatima I. Rocha
and Sergio Rocha

OFFICIAL SEAL
GAIL P. GLOUDEMANN
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 02/13/98

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 their free and voluntary act, for the uses and purposes therein set forth.

under my hand and Notarial Seal this 9th day February, 1995.

Notarial Seal

Gail P. Gloudeman Notary Public

MAIL TO:

Five Avco Financial Services, Inc.
2474 East Dempster Street
Des Plaines, IL 60016-0367

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE:

5524 N. Kimball, Unit 1S

Chicago, IL 60625

PLACE IN RECORDER'S OFFICE BOX NUMBER: _____

THIS TRUST DEED CONSISTS OF FOUR PAGES.
(Page 4 of 4)

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