

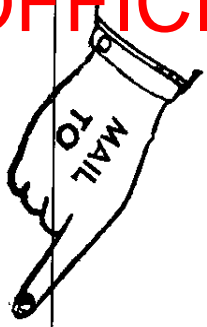
law

UNOFFICIAL COPY

99958440

RECORDING REQUESTED BY:
Land Title Metropolitan
Pietkiewicz/File 0-738892-C7
85711-66

02/13/2014 14 001 Page 1 of 7
1999-10-12 12:35:44
Cook County Recorder 77 50
99958440



AND WHEN RECORDED MAIL TO:

Name NORTHROP GRUMMAN
FEDERAL CREDIT UNION
Address Box 5011
City & Hawthorne, CA 90251-5011
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EL 2

DEED OF TRUST AND REQUEST FOR SPECIAL NOTICE

NOTICE: THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST. THIS DEED OF TRUST MAY SECURE BORROWING MADE BY OWNERS OF THE PROPERTY EVEN AFTER SUCH OWNERS SELL THE PROPERTY.

MTI 0-738892-C7

THIS DEED OF TRUST, made this 27th day of September, 1999, between

David Pietkiewicz and Colleen Pietkiewicz, in joint tenancy, herein called TRUSTOR,

whose address is 408 Savoy Court, Schaumburg, IL. 60173, (number and street) (city) (state) (zip)

T.D. SERVICE COMPANY, a California Corporation, herein called TRUSTEE, and NORTHROP GRUMMAN FEDERAL CREDIT UNION, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Cook County, Illinois described as:

See Attached Legal Description

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

This Deed of Trust is made to secure to the lender:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due under, and performance of the terms and conditions under the Home Equity Secured Open-End Variable Rate Loan Agreement and Truth-In-Lending Disclosure Statement (herein "the Agreement") dated the same date as this Deed of Trust, and all modifications, extensions and renewals thereof, executed by the Trustor in favor of Beneficiary, or other. The Agreement contemplates a series of advances, of a revolving nature, to be made, repaid, and remade, from time to time, under the terms of Agreement, with all such advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any time under the Agreement shall not exceed \$ 22,000.00, which sum is referred to in the Agreement as the "Credit Limit". The outstanding principal balance does not include finance charges, late charges, or other cost which may accrue under the Agreement.

The entire indebtedness under the Agreement, if not paid sooner, is due and payable on September 27, 2014. See attachment "A" attached hereto and incorporated by reference for terms regarding interest rate changes and the lender's right to accelerate the loan in the event of sale, transfer, conveyance or alienation of the property described herein.

UNOFFICIAL COPY

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate specified in the principal indebtedness secured hereby, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum amount allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That the assignment of the rents, issues and profits of said property is expressly intended to be absolute upon Trustor's default (or notice of default by Trustee), however, Trustor reserves the right prior to its default, in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and obtain such rents, issues and profits as they become due and payable. Upon any such default it is the express intention of the parties hereto that all rents, issues, and profits shall be and they hereby are assigned absolutely to the Beneficiary hereof as payment, pro tanto of the obligations secured hereunder. This assignment shall not cure or waive any default or notice of default hereunder.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded on May 10, 1978 in the counties set forth below, and at the Recording Location of the Official Records in the office of the county recorder where said property is located, noted below opposite the name of such county, viz.:

COUNTY	VOL.	PAGE	COUNTY	VOL.	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alpine	29	619	Humboldt	1488	546	Amador	329	171	Calaveras	470	118	Contra Costa	8830	937	Alameda		Re 5386 Im. 209
Inyo	231	63	Mariposa	182	624	Butte	2282	399	Imperial	1415	1461	Del Norte	217	24	Los Angeles		Inst. #78-498403
Lassen	331	650	San Benito	430	180	Colusa	459	170	Modoc	254	362	El Dorado	1627	562	Monterey		Reel 1241 Page 210
Merced	2122	338	San Luis Obispo	2069	204	Fresno	7028	584	Orange	12669	206	Mendocino	1146	682	San Diego		File Page #78-190303
Mono	242	578	Siskiyou	818	269	Glenn	628	653	Solano	1978	35916	Riverside	1978	92574	San Francisco		Liber C566 Page 869
Napa	1080	358	Stanislaus	3052	249	Kern	5109	1815	Sonoma	3394	13	Sacramento	7805-10	934	San Mateo		Reel 7742 Page 319
Nevada	949	394	Sutter	925	178	Kings	1118	338	Tehama	748	666	San Bernardino	9429	1145	Santa Barbara		Inst #78-21136
Placer	1973	153	Tulare	3530	743	Lake	932	570	Trinity	191	286	San Joaquin	4395	944	Sierra		Vol. 78 Bk. 172
Plumas	287	689	Tuolumne	531	665	Madera	1395	594	Ventura	5113	277	Santa Clara	D658	525			
Shasta	1520	42	Yolo	1305	660	Marin	3370	620	Yuba	667	39	Santa Cruz	2908	714			

(which provisions, identical in all counties, are printed on the reverse side of Page 1 hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; to observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded _____, 19____, as Instrument/Serial Number _____, in Book _____, Page _____, Official Records of _____ County, California affecting the above described property, executed by _____ as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to (Name) _____ at (Number and Street _____ (City) _____ (State) _____ Zip _____

NOTICE: A copy of any Notice of Default and of any Notice of Sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

ILLINOIS
STATE OF CALIFORNIA
COUNTY OF COOK } SS.

Signature of Trustor

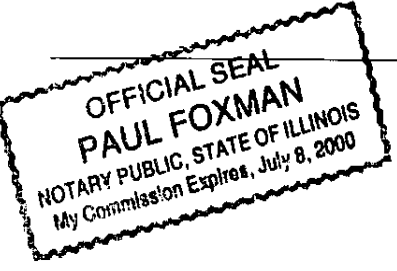
On 9/27/99 before me,
The undersigned, personally appeared

David + Colleen Pietkiewicz

David Pietkiewicz
Colleen Pietkiewicz

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Paul Foxman



(This area for official notarial seal)

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DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

TO T. D. SERVICE COMPANY, TRUSTEE:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____
By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Property of Cook County Clerk's Office

DEED OF TRUST

WITH POWER OF SALE

(SHORT FORM)

**T. D. SERVICE
COMPANY**

AS TRUSTEE

SOUTHERN CALIFORNIA
REGIONAL OFFICE:

P.O. Box 6343
Orange, California 92667-6343
(714) 385-4700
(213) 627-7131

SOUTHERN CALIFORNIA
BRANCH OFFICE:

P.O. Box 59990
Riverside, California 92517-1990
(909) 683-3083
(800) 328-7670

NORTHERN CALIFORNIA
REGIONAL OFFICE:

3100 Oak Road, Suite 300
Walnut Creek, California 94596
(510) 944-9015
(800) 235-9015

Legal Description

O-738892-C7

Lot 14326 in Section 1, Weathersfield Unit No. 14, being a subdivision in the North 1/2 of Section 28, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, on August 13, 1968 as Document 20583111, in Cook County, Illinois.

Permanent Tax Index Number 07-28-120-015, Volume 187.

PAF 408 Savoy Ct.
Schaumburg, Ill.

Property of Cook County Clerk's Office

Changes in the Annual Percentage Rate and Finance Charge.

A. Variable Rate

1 - Original Index Rate	2-Loan Margin	3-Maximum Change per period	4-Maximum APR	5-Minimum APR
5.000%	2.750%	3.000% Annually	13.750%	2.750%

B. Variable Rate.

I agree that you will have the right to increase or decrease the Annual Percentage Rate and its corresponding daily periodic rate, subject to the terms of this Agreement, either:

1. In direct relationship to changes during the term of this Agreement in the Index described below, or,
2. If my Annual Percentage Rate is higher or lower than the index applicable to each current month plus the "Margin" as specified in (D) below, then my Annual Percentage Rate shall move towards the Current Index plus the "Margin" as specified in (E) below. The annual percentage rate includes only interest and not other costs.

C. Change Dates.

The Annual Percentage rate may change on the 5th day of each month during the term of this Agreement. Each date on which the Annual Percentage Rate could change is called a "Change Date."

D. The Index

Changes in the Annual Percentage Rate will be based upon changes in the Index. The Index is the average of the monthly Federal Homes Loan Bank 11th District Cost of Funds, as published by the Federal Home Loan Bank, and the weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of 1 year for the last week of the month, as published in the Federal Reserve Statistical Release H.15 published by the Federal Reserve Board, rounded to the nearest .25 percentage point. The ANNUAL PERCENTAGE RATE on my loan will be the rate of the Index plus the rate specified in Section A-2 called the "Margin." The first index figure for use under this Agreement is the rate specified in Section A-1, called the "Original Index." The Annual Percentage Rate referred to in Paragraph B above as the Initial Rate is the sum of the Original Index plus the "Margin" stated above. The most recent index figure before each Change Date is called the "Current Index." You will add the "Margin" stated above to the Current Index in determining the Annual Percentage Rate during the term of this Agreement. If the Index should become unavailable or is discontinued during the term of this Agreement, you will choose a successor or new index and margin with historical fluctuations similar to the Original Index and provided further that the new index and margin will produce a rate similar to the rate that was in effect at the time the Original Index became unavailable.

E. Calculation of Changes

Before each Change Date you will determine any change in the Annual Percentage rate and its corresponding daily periodic rate applicable to my account. You will calculate the amount of the difference, if any between the Current Index and the Original Index. If the Current Index is higher than the Original Index, you will add the difference to the Initial Rate. If the Current Index is lower than the Original Index, you will subtract the difference from the Initial rate. Subject to the limits stated in Paragraph F, this amount as an Annual Percentage Rate and its corresponding daily periodic rate will be used to calculate the Finance Charges that I am required to pay. Payment adjustment will be calculated as set forth in subparagraph H.2

F. Limits On Charges

The Annual Percentage Rate will not increase above the maximum legally permissible rate. On any Change Date the ANNUAL PERCENTAGE RATE will not be increased or decreased by more than specified in section 1-3 from the rate applicable as of the most recent Annual Payment Adjustment Date specified in the Agreement. The maximum annual percentage rate will not exceed the rate specified in Section 1-4 or be less than the rate specified in Section A-5

G. Effective Date of Changes

The new Annual Percentage Rate and daily rate will become effective on each Change Date and will apply to the unpaid principal balance of my account until the rate is again changed or until the amounts that I owe to you have been paid in full. The amount of my payments will be adjusted annually on each anniversary of this Agreement as set forth in Paragraph H.3.

H. Effect of Changes

1. Generally.

An increase in the Annual Percentage Rate and its corresponding daily periodic rate will result in more Finance Charges and an increase in the amount of each of its remaining payments required to pay what I owe under this Agreement, and the final payment may be larger than the regular payment amount if necessary to pay in full the total balance which I owe, including principal and finance charges, on the final due date under this Agreement. A decrease in the Annual Percentage Rate and its corresponding daily periodic rate will result in less Finance Charges and a decrease in the amount of the payments required to pay what I owe under this Agreement.

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ATTACHMENT "A"

2. Minimum Payment Calculation.

The amount of my minimum monthly, weekly, bi-weekly, or semi-monthly payment will be determined by using the ANNUAL PERCENTAGE RATE applicable to my loan, the original number of payment periods, the principal outstanding balance on the fifth day of the month after I received my last advance, and then rounded up to the next whole dollar. Upon my first advance request you will calculate my minimum payment and schedule my first payment not less than 20 days or more than 30 days after the advance date and you will provide me notice at least 15 days to the initial due date. On subsequent advances the new minimum payment will be calculated on the fifth day of the month after I received my last advance and the new payment will be due a minimum of 15 days after the recalculation. I understand that I have a choice of having my minimum payment based on the original number of periodic payments or the remaining term left to the final due date. I made this election at the time I signed the Agreement. I understand that I can change that election, if I choose, by notifying you in writing and it will be effective at the time of the next minimum payment calculation. In no event will my minimum payment be less than \$24 weekly, \$47 bi-weekly, \$50 semi-monthly, and \$100 monthly, unless the amount I owe is less in which case the minimum payment will be equal to the amount owed. I may make larger payments on my account any time and I may prepay all or any portion of the amount that I owe you at any time without penalty. All payments will first be applied to late charges, then to finance charges, then to my outstanding principal balance. The minimum payment for the Account may not fully repay the principal that is outstanding on my account at the end of the plan. I may then be required to pay the entire balance in a single "balloon" payment on the final due date.

3. Annual Minimum Payment Adjustments.

The minimum payments on my loan will be adjusted once a year during the term of this Agreement on my Annual Payment Adjustment Date specified in the Agreement. On my Annual Payment Adjustment date the remaining minimum payments will be adjusted to the minimum payment calculated as set forth in paragraph 2 based upon the Annual Percentage Rate applicable to my loan as of the Change Date on the month prior to my Annual Payment Adjustment Date specified in the Agreement. You will calculate the amount of the new minimum payment and the result of the calculation will be the new minimum payment under this Agreement until the next adjustment to the minimum payment or until the amounts that I owe to you are paid in full, whichever first occurs. I understand that the final payment may be larger or smaller than the regular minimum payment amount necessary to repay the amounts owed under this Agreement on the Final Due Date. This may occur if there is a change in the Index after the last adjustment is made in the amount of the minimum payments under this Agreement. In addition, a larger final payment, known as a "balloon payment," will be required on the Final Due date when the minimum payments are not sufficient in amount to amortize the amounts that I owe under this Agreement by that date.

1. Notice of Changes.

You will mail me a periodic statement that includes rate information. In addition, you will mail or deliver to me annually a notice of any adjustment in my minimum payment at least 15 days before the adjustment becomes effective.

The Agreement secured by this Deed of Trust provides further as follows:

Consent Required.

I agree that in the event of sale, transfer, conveyance, or alienation of the property described in the Deed of Trust securing this Agreement, (the security) or any part thereof, or any interest therein, whether voluntary or involuntary you shall have the right, at your option to declare this Agreement and all sums which I may owe immediately due and payable. No waiver of this right shall be effective unless in writing. Consent by you to one such transaction shall not be a waiver of the right to require such consent to later transactions. I will notify you immediately if I enter into an Agreement to sell or transfer all or any part of the Security.