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DOCUMENT NO.

1453677

FORM 4111 445

## STATUTORY FEDERAL TAX LIEN SEARCH

### PRESENT PARTIES IN INTEREST:

Ronald A. Conley

Celia A. Conley

### DATE OF SEARCH:

2/5/86  
762646

### RESULT OF SEARCH:

Dene  
None 3843033

12-18-85

SEARCHED INDEXED  
COOK COUNTY RECORDER  
FEB 18 PM 12 18

### INTENDED GRANTEES OR ASSIGNEES:

RECEIVED  
CMB  
P.C.

### RESULT OF SEARCH:

## REVOLVING TRUST DEED

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Q3843033

3848033

This instrument was prepared by  
 MARK R. DEVORE, AVCO FINANCIAL,  
 1017 W. GOLF RD., HOFFMAN ESTS.,  
 IL, 60195.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made DECEMBER 11, 19 89, between RONALD W. CONLEY AND CELIA L. CONLEY, HIS WIFE, IN JOINT TENANCY,

herein referred to as "Mortgagors," and FIVE AVCO FINANCIAL SERVICES, INC., of HOFFMAN ESTATES, COOK, County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to Five Avco by 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. 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 FIFTEEN THOUSAND AND 00/100 DOLLARS (\$ 15000.00) 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 17.00 %. 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 NINE THOUSAND SIX HUNDRED SIXTY-SIX AND 25/100 DOLLARS (\$ 9666.25) 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:

LOT 16 IN BLOCK 15, IN HANOVER HIGHLANDS UNIT NUMBER 2, VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 31, AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRTY 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 NUMBER 2137400, AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MARCH 26, 1964 AS DOCUMENT NUMBER 2141607, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 07-31-203-012

*715 Longmahan Lane  
Hanover Park, IL  
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 request exhibit satisfactory evidence of the discharge of such prior lien by 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.

*Ronald W. Conley*  
RONALD W. CONLEY

[SEAL]

*Celia L. Conley*  
CELIA L. CONLEY, HIS WIFE

[SEAL]

[SEAL]

STATE OF ILLINOIS, { SS.  
County COOK

I, MARK R. DEVORE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY RONALD W. CONLEY AND CELIA L. CONLEY, HIS WIFE, 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.

Given under my hand and Notarial Seal this 11th day of DECEMBER, 19 89.

*Mark R. Devore*

Notary Public

Notarial Seal

# UNOFFICIAL COPY

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PLACE IN RECORDER'S OFFICE BOX NUMBER

1017 W. GOLF RD. FOR RECORDERS' INDEX PURPOSES DESCRIPTIVE ADDRESS OF ABOVE INSERST STREET ADDRESS OF ABOVE DSCRIBED PROPERTY HERE	715 LONGMEDOW LANE HOFFMAN ESTATES, IL 60195.	MAIL TO: FIVE AVCO FINANCIAL SERVICES, INC. 1017 W. GOLF RD.
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3. Mortgagors shall pay before the expiration of any period of grace specified, whether the holder of this Agreement may, but need not, make any payment of principal or interest due and unpaid on account of any defaulter other than himself, to the trustee or to some other person whom he has selected to act for him in the same manner as if he had been the sole mortgagor, and to pay to him the amount of all sums due and payable under this Agreement, including interest accrued on the principal and interest on interest, and all expenses of collection and attorney's fees, and to pay him the amount of any taxes levied on the property by any governmental authority, and to pay him the amount of any loss or damage sustained by him due to the nonpayment of any sum due and payable hereunder, whether the holder of this Agreement has been entitled to any period of grace or not.

4. In case of default other than his own, the trustee or holder of this Agreement shall be entitled to receive from the holder of this Agreement the amount of all losses or damages suffered by him as a result of such default, and to receive from the holder of this Agreement the amount of any taxes levied on the property by any governmental authority, and to receive from the holder of this Agreement the amount of any loss or damage sustained by him due to the nonpayment of any sum due and payable hereunder, whether the holder of this Agreement has been entitled to any period of grace or not.

5. The trustee or holder of this Agreement may at any time require the holder of this Agreement to pay to him the amount of any taxes levied on the property by any governmental authority, and to receive from the holder of this Agreement the amount of any loss or damage sustained by him due to the nonpayment of any sum due and payable hereunder, whether the holder of this Agreement has been entitled to any period of grace or not.

6. Mortgagors shall pay each item of expense incurred on account of the Agreement, both principal and interest, when due according to the terms hereof. All expenses of collection and attorney's fees, taxes, interest on debts, and attorney's fees, and money paid to the trustee or holder of this Agreement for collection of any debt, and any expenses of collection or attorney's fees, and attorney's fees, shall be paid by the mortgagors in the same manner as if they were the sole mortgagors.

7. When this and subsequent agreements become due whether by acceleration or otherwise, the trustee or holder of this Agreement may demand payment of any sum due and unpaid hereunder, holding over to taxes or assessments due whether by acceleration above the time of making of this Agreement.

8. The proceeds of any foreclosure sale of the principal balance due and unpaid hereunder by the trustee or holder of this Agreement shall be applied pro rata among the holders of record of the certificate of title, and the amount so applied by each holder of record shall bear its proportion of the amount of the principal balance due and unpaid held by the trustee or holder of record.

9. Upon sale of the principal balance due and unpaid hereunder by the trustee or holder of record, the amount so applied by each holder of record shall be applied pro rata among the holders of record.

10. No action for the enforcement of this Agreement shall be filed for the purpose of recovering a sum due and unpaid hereunder, unless the trustee or holder of record has no duty to assume the title, location, extension, or condition of the premises, or to inquire into the validity of any power or privilege retained by the trustee or holder of record, or to exercise any power or privilege granted by the trustee or holder of record.

11. The trustee has no duty to inspect the property for any purpose, except to the extent necessary to determine the right to inspect the property, at all reasonable times, and to record this fact in the property tax records.

12. The trustee has no duty to examine the title, location, extension, or condition of the premises, or to inquire into the validity of any power or privilege retained by the trustee or holder of record.

13. The trustee shall release this Trust Deed and shall deliver to the grantee or assignee of the Agreement any power retained by the trustee or holder of record.

14. The trustee may negotiate in writing filed in the office of the Recorder of Titles in which this instrument is recorded, any provision of this Agreement in which the trustee has been given the right to inspect the property.

15. This Trust Deed and all provisions hereof, shall extend to bind the trustee or holder of record, and all persons claiming under or through the trustee or holder of record, to the end of the period of time for which this instrument is effective.

16. Before recording this Trust Deed, the trustee or holder of record shall execute to the state of Illinois a fee simple contract for any object or service provided to record this instrument, and shall record this instrument in the state of Illinois as a "Agreement," whereupon the trustee or holder of record shall have executed to the trustee or holder of record, this instrument, and shall record it in the state of Illinois.

17. This instrument, and the word "mortgagor," and "trustee," shall be construed to mean "Agreement," whereupon the trustee or holder of record shall have executed to the trustee or holder of record, this instrument, and shall record it in the state of Illinois.

18. Before recording this Trust Deed, the trustee or holder of record shall record this instrument in the state of Illinois as a "trust instrument," whereupon the trustee or holder of record shall have executed to the trustee or holder of record, this instrument, and shall record it in the state of Illinois.

19. The trustee or holder of record, shall extend to bind the trustee or holder of record, any provision of this instrument, which may provide for the trustee or holder of record to inspect the property, and to record this instrument, and shall record it in the state of Illinois.