TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made 6th of September, 1991, between WILLIAM M. JANOWIAK AND ANITA L. JANOWIAK, HUSBAND AND WIFE of 1330 E. FREDERICK STREET, ARLINGTON HEIGHTS, IL 60004 (the "Grantor") and PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee").

COMPANY (the "Trustee").

Concurrently herewith Grantor has executed a PruAdvance Account Agreement (the "Account Agreement") with Prudential Bank, and Trust Company (the "Bank") in which Grantor agreed to pay to the Bank the principal amount of all outstanding advances made from time to time under the Account Agreement in a maximum amount of \$THIRTY-SEVEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (37,800.00) and unpaid interest on the outstanding balance of advances under the Account Agreement at a per annum rate of ONE AND THESE QUARTERS (1.75%) per cent above the index Rate as hereafter defined. Monthly payments shall commence on 1/14/1991 with a final payment of all principal advances and accrued interest on 08/14/2005. The "Index Rate" of interest is a variable rate of interest and is generally defined in the Account Agreement as the published Prime Rate in The Wall Street

Journal.

To secure the payment of the principal balance of all advances and all interest due under the Account Agreement and for other good and valuable consideration, performance of the artie ments, terms and conditions of the Account Agreement, and for other good and valuable consideration, the Grantor does have crant, demise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 1 300 E. FREDERICK STREET, ARLINGTON HEIGHTS, IL 5004, County of COOK and State of Illinois, to with

LOT ATTY ONE.

In Carriage Walk Subdivision Unit Two, being a Subdivision in the East Half (1/2) of the Northeast Quarter (1/4) of

Section 29, Township 42 North, Trage 11, East of the Third Principal Meridian, according to Plat thereof registered

in the Office of the Registrar of Titl's of Cook County, on August 20, 1984, as Document Number 3389401.

1. The Granter agrees to: (1) promptly replant restore or repullibularly unimplies or improvements non-or necessary which may become damaged or be destroyed; (2) kisep said Premises in good condition and repair, without waste, and free from mechanics or other learn or identify the provider of the condition and repair, without waste, and free from mechanic's or other liens or claims for lien not express, subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal

mechanic's or other liens or claims for lien not express; subordinated to the fien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises sup prior to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use and end; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay bero e any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, serwer service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to the Bank duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which Grantor may desire to contest; and (2) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, or other or sue it under policies at either the full replacement cost or to pay in full all indebtedness secured hereby and all prior liens all in company as satisfactory to the Bank, under insurance policies payable, in case of loss or damage, to a mortgagee which has a prior lien, it any and then to Trustee for the benefit of the Bank, such rights to be evidenced by the standard mortgagee clause to be attached to end policy.

2. The Trustee or the Bank may, but need not, make any payment or remaining and to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge compromise or settle any tax of assessment upon the failure of Grantor to do so. The ones paid or any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including after nearly fees, and any other moneys advanced by Trustee or the Bank to protect the Premises and the lien hereof, shall be additional indebtodness secured hereby and shall become imachinatel

scheduled expiration date of the Account Agreement if:

(a) There has been fraud or material misrepresentation by Grantor in connection with the Account Agreement, including fraud or misrepresentation (whether by acts of omission or overt acts) during the application process is at any other time when the Account Agreement is in effect;

fraud or misrepresentation (whether by acts of omission or overtacts) during the application process. At any other time when the Account Agreement is in effect;

(b) Grantor falls to make any required payment under the Account Agreement or this Trust Deed wher dive; or (c) Any action or inaction by Grantor or a third party adversely affects the Property, or any right of the Trustees in such Property. For example, if Grantor transfers tille to the Property or sells the Property without the Trustees in our if Grantor falls to maintain the insurance required by paragraph 1 of this Trust Deed, or if Grantor commits waste or otherwise destructively uses or falls to maintain the Property such that it adversely affects the Property, the Trustee is entitled to terminate the Account Agreement and accelerate the balance outstanding. Further, Grantor's fallure to pay taxes on the Property as required by paragraph 1 (or any other action by Grantor resulting in the filing of a lien senior to that held by the Trustee), Grantor's death or the taking of the Property through eminent domain permit the Trustee to terminate the Account Agreement as well. Moreover, in some circumstances the filing of a judgment against Grantor, the illegal use of the Property or the foreclosure by a prior lienholder may permit termination of the Account Agreement if the Trustee determines that the Property or the Trustee's Interest in the Property is or may be adversely affected.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Bank for reasonable attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to

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** The maximum interest rate will not exceed 18.0%



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Loan No. 5905 PruAdvance Account

The Prudential Bank and Trust Company

TO SECURE REVOLVING LINE OF CREDIT **TRUST DEED**

THIS INDENTURE, made 6th of September, 1991, between WILLIAM M. JANOWAK AND ANITA L. JANOWAK, HUSBAND AND TRUST COMPANY (the "Issues").

WHE of 1330 E. FREDERICK STREET, ARLINGTON HEIGHTS, IL 60004 (the "Account Agreement") with Prudential Bank Community herewith Granton has executed a Prudvance Account Agreement (the "Account Agreement") in which Granton agreed to pay to the Bank the principal amount of all outstanding advances made and Trust Company (the "Bank") in which Granton agreed to pay to the Bank the principal amount of all outstanding advances made from time to time under the Account Agreement in a maximum amount of a THIRTY-SEVEN THOUSAND EIGHT HUNDRED AND tompton, the Account Agreement in a maximum amount of a THIRTY-SEVEN THOUSAND EIGHT HUNDRED AND tompton the Account Agreement in a maximum amount of a Series of advances under the Account Agreement at a per time to time under the Account Agreement in a maximum amount of a Series of advances under the Account Agreement at a per time to time under the Account Agreement in a maximum amount of a Series of advances under the Account Agreement at a per time to time under the Account Agreement in a maximum amount of a Series of advances under the Account Agreement and the Agreement and the Agreement and the Account Agreement and the Agree

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

or the Bank heleby secured making any payment heleby sufficield leafing to taxes or casesments, may do so according to any bill, statement or seed the electron the appropriate public office without inquiry into the accounts, payment to the account the or into the validity of any tax, assessment, sale, forfeiture, tax lien or litle or claim thrief to any tax, assessment, asie, forfeiture, tax lien or litle or claim thrief to the coount Agreement and accelerate payment of the outst, riding balance thereof prior to the scheduled expression date of the Account Agreement II:

(a) There has been traud or material misrepresentation by Grantor in connection with the Act ount Agreement, including traud or misrepresentation (whether by acts of omission or overt acts) during the application (whether by acts of omission or overt acts) during the application (whether by acts of omission or overt acts) during the application (whether or at any other time

when the Model of the Trustee is and the Trustee of when the Account Agreement is in effect;

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

rate per annum set forth in the Account Agreement, when paid or incurred by Trustee or Bank in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any sult for the foreciosure hereof after accrual of such right to foreciose whether or not actually commenced; or (c) following fifteen (15) days written notice by Trustee to Grantor, preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whather or not actually commenced.

notice by Trustee to Grantor, preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Account Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Account Agreement; fourth, any surplus to Grantor, its legal representatives or assigns, as their rights may appear.

5. Upon, or any time after the filling of a bill to foreclose this Trust Deed, the Count in which such bill is filled may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be or cessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during its whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment its whole of inpart of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special a ser sme

indebtedness at the time of any lature advances.

7. The proceeds of any award or cir... for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for own, ance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Bank, subject to the terms of any mortuge e, deed of trust or other security agreement with a lien which has priority over this Trust Dead. Grantor agrees to execute such runther chouments as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Dead for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Bank's consenting to same.

8. Extension of the time for payment, acceptance by Trustee or the Bank of payments other than according to the terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or omission or commission, to have waive any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver or the approximation of trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebted of the secure by this Trust Deed in the event of Grantor's default under this Trust Deed. under this Trust Deed.

9. The covenants and agreements herein contained shall bind, and the fits thereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Gran'er who co-signs this Trust Deed, but does not execute the Account Agreement, (a) is co-signing this Trust Deed only to encumber the Grantor's interest in the Premises under the lien and terms of this Trust Deed and to release homestead rights, if any, (b) is not personally used on the Account Agreement or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Trust Deed or the Account Agreement, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's in erect in the Premises.

10. Trustee has no duty to examine the title, location, existence or condition of the fire ilses, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the farms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

11. Trustee shall release this Trust Deed and the lien thereof by proper Instrument upon press tuition of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and fellows a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to in stee evidence that all indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.

12. Trustee or the Bank shall have the right to in 9. The coverants and agreements herein contained shall bind, and it if it is hereunder shall inure to, the respective successors,

for that purpose.

13. 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 Reco.dr. of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the "dentical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable continued for all acts performed hereunder.

14. The Account Agreement secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Account Agreement, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Trust Deed. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

15. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion ever been included herein.

herein.

16. If this Trust Deed is executed by a Trust, N/A executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Account Agreement secured by this Trust Deed shall be construed as creating any liability on the N/A as Trustee personally to pay said Account Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Account Agreement secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Account Agreement, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Account Agreement.



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TRUST DEED CREDIT

IN WITNESS WHEREOF, Grant	tor(s) has/have executed this T		
(Individual Grantor) WILICAM INDAte:	JANOWIAK	Date:	(Individual Grantor
(Individual Grantor) ANITA L.,	ANOWAK	Date:	(Individual Grantor
ATTEST:		(if Grantor is trustee	under a Land Trust)
By:		·	
Title:			olely as trustee undor Trust Agreement
		dated	and known as Trust No.
		By President	Title:
STATE OF ILLINOIS)		
COUNTY OF) SS:)		
i, the undersigned, a No'ar	Public in and for said County	y, in the State aforesaid, DO I	HEREBY CERTIFY THAT
Um. M. Januwin	IC & ANITA L.D	トレルル (personallyknownto	metobethesamepersonwhosename(s)
is subscribed to the foregoing in	nstrumer , appeared before m	e this day in person, and ack	nowledged that he signed, sealed and
delivered the said instrument as	s his free ar d vo untary act, for	r the uses and purposes there	sin set forth, including the release and
waiver of the right of homestead		V 1	·
GIVEN under my hand and	official seal, thisetc.	_ day or by phul	<u></u>
ATTEST H	Home	My Commis	ssion Expires: 5 , 2 , 9 7
Notary Public	"OFFICIAL SEAL LINDA H. KTSAN Notary Public, State o My Commission Expire	e illino's	19
STATE OF ILLINOIS)) ss:	C	
COUNTY OF) 	(0)	<u> </u>
i, the undersigned, a Notary	Public in and for the County a	and State aforesaid, DO HEH	
	, President of		ally known ' and to but he same persons
whose names are subscribed to			
			aled and delivered the said instrument
			as Trustee, for the uses and purposes
therein set forth; and the said			
			seal of said corporation, did affix the
		e de la companya de	, as the free and voluntary act of said
corporation, as Trustee, for the u		•	-
•	official seal, this		, 19
Notary Public			
			
My Commission Expires:			Ann Managara Attitue
When recorded return to: The Pri	udennai nome Morigage Com	рапу, Ргидочалсе, Р.О. Вох	1024, MINNEAPOIIS, MIN 55440

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