2000-08-30 09:18:24 Cook County Recorder

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TRUST DE	
THIS INDENT	THE ABOVE SPACE FOR RECORDERS USE ONLY URE, made 08/28/00 between Lamar Randolph Divorced not since remarried
	herein referred to as "Grantors", and Richard Skubal
	of <u>Woodstock</u> , Illinois, herein referred to as
"Trustee", witne	
"Beneficiary", tl	AS the Grantors have promised to pay to <u>Associates Home Equity Services, Inc.</u> , herein referred to as ne legal holder of the Lora Agreement hereinafter described, the principal amount of \$ 51345.49, terest thereon at the rate or (check applicable box):
PAYMENT SCHEDULE	Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)
	\$ 561.42 beginning on 09/30/00 followed by \$ \$.00 beginning on 00/00/00; followed by \$ \$.00 beginning on 00/00/00; followed by \$ \$.00 on 00/00/00.
AGREED RATE OF INTEREST	Whichever boxes are checked, the corresponding provision applies.
FIXED RATE:	The Agreed Rate of Interest on my loan is% per annum.
DISCOUNTED FIXED RATE:	The Agreed Rate of Interest on my loan is% per annum. However, for the firstpayment periods of my loan term, the Agreed Fiete of Interest will be%.
VARIABLE RATE	THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGREED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The Index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The Agreed Rate of Interest is determined by the sum of the Index plus a margin.
CURRENT RATE:	The Index as of the last business day of 07/00 is 9.50 %, my margir is 2.39 %, therefore my current Agreed Rate of Interest is 11.89 % per year.
	My Agreed Rate of Interest is subject to change when the value of the Index changes as set forth below. The rate cannot increase or decrease more than 2% in any year. In no event, however, will the rate ever be less than 9.89 % per year nor more than 17.89 % per year.
MONTHLY RATE CHANGE/ ANNUAL PAYMENT CHANGE	The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. Lender waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. The rate will not change before the First Payment Due Date.

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**BORROWER COPY (1)** 

RETENTION COPY (1)

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SEMI-ANNUAL THE	the Agreed Pare of Interest is subject to the sexth payment due date and every preceding the previous month has increased or degreed by at least business day of the month
	point from the rate for the previous six months accided by at least 1/4 or a percentage
CHANGE	Interest will be given effect by changing the dollar amounts of the remaining monthly payments on the sixth payment due date and every sixth months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable.
DISCOUNTED RATE (APPLIES ONLY TO LOANS	However, until my sixth payment due date, my Agreed Rate of Interest is discounted and will be
SUBJECT TO SEMI-ANNUAL CHANGES)	Beginning with the sixth payment due date, the Agreed Rate of Interest will be determined by adding the margin to the Index as of the last business day of the month preceding the previous month and my payment will change. Thereafter, the Agreed Rate of Interest and payment will increase or decrease on the twelfth payment due date and every six months thereafter as stated in the paragraph immediately above.
provisions and limitations by the Grantors to be perfined acknowledged do the following described 53	the Grantors to secure the payment of the said obligation in accordance with the terms, of this Trust Deed, and the performance of the covenants and agreements herein contained, ormed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, all Estate and all their octate, title and interest title and interest title and interest title.
The North 35.33 Feet of feet West of the East li 78th Street and South of	ne of South Hoyne Avenue and North of a line 66 feet North of the South line of West 77th Structure and North of the South Hoyne Avenue and North of a line 66 feet North of the South line of West
the North 33 feet thereo Cincinnati and St.Louis	ion 30, Tornship 38 North, Range 14, East of the Third Principal Meridian, (Except f reserved io: Railroad Right of Way, also except the Right of Way of the Pittsburgh, Railroad also except the South 10 rods of the West 16 rods of the SOuth 1/2 of Section r School Lot) in Cox County, Illinois.

Also KNown As: 7730 South Hoyne, Chicago, IL 60620

Pin #20-30-309-031

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

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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 Grantors do hereby expressly release and

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneviciary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, 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 respective dates of expiration.

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- In case of default the reil. Nurtee or Beneficary may but need not, make any payment or perform any act hereinbefore required of Grantors 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, procure insurance, 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 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 Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.
- 5. The Trustee or Beneficiary 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 inquiring 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. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographe's' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of orocuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute, such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficies in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either 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 suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might effect the premises or the security hereof, whether or not actually commenced.
- 8. 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 Loan Agreement, with interest the end as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues 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 times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 10. No action for the enforcement of the lien of tany provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any action at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.
- 14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Decd and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

successors or assigns of Beneficiary.	and the community as ased herein shall mean and include any
WITNESS the hand(s) and seal(s) cr Gre	ntors the day and year first above written.
	(SEAL) Xaum Randolph (SEAL)
	(SE/L)(SEAL)
STATE OF ILLINOIS, County of	ss. a Notary Public ir. and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  Lamar Randolph, Liverced not since remarried
	whois personally known to me to be the same person whose nameis subscribed to the foregoing Instrument, appeared before me this day in
OFFICIAL SEAL JOE ANN WATSON NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES 12-2	person and acknowledged that he signed and delivered the said Instrument as ringer free and voluntary act, for the uses and purposes three in set forth.
This instrument was prepared by and mail to	GIVEN under my and and Notarial Seal this 25th day of August , A.D. 1000 .
	n, 131 E. Calhoun St., Woodstock, IL 60098 (Address)

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## **UNOFFICIAL**

OR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

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ASSOCIATES HOME EQUITY SERVICES, INC. 131 E CALHOUN ST WOODSTOCK, IL 60098

7730 South Hoy	<u></u>	<del></del>	·······
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CITY

Chicago, IL 60620

INSTRUCTIONS



PROPERTY OF COOK COUNTY CLERK'S OFFICE OR RECORDER'S OFFICE BOX NUMBER