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2904/0015 87 006 Page 1 of 5  
2000-01-28 11:35:41  
Cook County Recorder 29.50

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SPRINGFIELD OFFICE

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 01/11/00, between ORILLA FENTON  
herein referred to as "Grantors", and SERGIO OLIVARES  
BRANCH MANAGER of CICERO, Illinois, herein referred to as  
"Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ASSOCIATES FINANCE, herein referred to as  
"Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of \$ 63515.68,  
together with interest thereon at the rate of (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.)  
\$ 835.11 beginning on 02/20/00, followed by \$ 790.37 beginning  
on 03/20/00; 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 12.65 % per annum.

DISCOUNTED FIXED RATE:  The Agreed Rate of Interest on my loan is \_\_\_\_\_ % per annum. However, for the  
first \_\_\_\_\_ payment periods of my loan term, the Agreed Rate 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 \_\_\_\_\_ is \_\_\_\_\_ %, my margin is \_\_\_\_\_ %, therefore  
my current Agreed Rate of Interest is \_\_\_\_\_ % 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 \_\_\_\_\_ % per year nor more than \_\_\_\_\_ % 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.

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

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SEMI-ANNUAL RATE CHANGE/ SEMI-ANNUAL PAYMENT CHANGE

The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six month period. Adjustments in the Agreed Rate of 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 SUBJECT TO SEMI-ANNUAL CHANGES)

However, until my sixth payment due date, my Agreed Rate of Interest is discounted and will be \_\_\_\_\_ % per year.

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.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors 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 Fee, Estate and all their estate, title and interest therein, situate, lying and being in the COUNTY OF \_\_\_\_\_ AND STATE OF ILLINOIS, to wit:

PIN NO 16-23-206-03

LOT 39 IN SUBDIVISION BLOCK 1 OF BLOCK 2 IN PRESIDENT POTTS DOUGLAS PARK ADDITION TO CHICAGO, IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CKA. 1232 S SAWYER CHICAGO IL 60623

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 waive.

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 Beneficiary; (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.

2. 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 desire to contest.

3. 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 Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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FEB 11 1993

COPY

STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO

I, VIRGINIA L. PARKER, M.B.A. LOCAL REGISTRAR OF VITAL STATISTICS OF THE CITY OF CHICAGO, DO HEREBY CERTIFY THAT I AM THE KEEPER OF THE RECORDS OF BIRTHS, STILLBIRTHS AND DEATHS FOR THE CITY OF CHICAGO BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF CHICAGO; THAT THE ACCOMPANYING CERTIFICATE ON THIS SHEET IS A TRUE COPY OF A RECORD KEPT BY ME IN PURSUANCE OF SAID LAWS AND ORDINANCES.

Property of Cook County Illinois  
LOCAL REGISTRAR

COPY

THIS CERTIFIED COPY VALID WHEN MULTICOLOR SIGNATURE SEAL IS AFFIXED.

STATE OF ILLINOIS

MEDICAL CERTIFICATE OF DEATH

REGISTRAR DISTRICT NO. 16.10

REGISTERED NUMBER

STATE FILE NUMBER  
e 601225

DECEASED-NAME 1. HENRY		FIRST MIDDLE LAST HENRY		SEX 2. MALE		DATE OF DEATH (MONTH, DAY, YEAR) 3. JANUARY 19 1993	
COUNTY OF DEATH 4. COOK		AGE-LAST BIRTHDAY (YRS) 5a. 71		UNDER 1 YEAR 5b. HOURS MIN		DATE OF BIRTH (MONTH, DAY, YEAR) 5d. March 28, 1921	
CITY, TOWN, TWP, OR ROAD DISTRICT NUMBER 6a. CHICAGO		HOSPITAL OR OTHER INSTITUTION-NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER) 6b. MOUNT SINAI HOSPITAL MEDICAL CENTER		IF HOSP OR INST, INDICATE DOA OPENER, AND (IF APPLICABLE) 6c. INPATIENT		WAS DECEASED EVER IN US ARMED FORCES? (YES/NO) 9. NO	
BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) 7. Columbus, Miss		MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY) 8a. Married		NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE) 8b. Orilla Newsome		EDUCATION (SPECIFY ONLY HIGHEST GRADE COMPLETED) 12. College (1-4 or 5-7)	
SOCIAL SECURITY NUMBER 10. 426-16-6802		USUAL OCCUPATION 11a. Laborer		KIND OF BUSINESS OR INDUSTRY 12. General		INSIDE CITY (YES/NO) YES	
RESIDENCE (STREET AND NUMBER) 13a. 1232 SOUTH SAWYER		CITY, TOWN, TWP, OR ROAD DISTRICT NO. 13b. CHICAGO		COUNTRY 13d. COOK		RACE (WHITE, BLACK, AMERICAN INDIAN, etc) (SPECIFY) 14a. Black	
FATHER-NAME 15. Isiah		MOTHER-NAME 14b. X/NO		SPECIFY: MIDDLE (MAIDEN) LAST		RELATIONSHIP 16. Alice	
INFORMANT'S NAME (TYPE OR PRINT) 17a. JANET KYLES		MIDDLE LAST Fenton		MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE ZIP) 17b. 7500 S. FAIRFIELD CHICAGO ILLINOIS 60608		MOTHER'S MAIDEN NAME (IF APPLICABLE) 18. PART I. Enter the diseases or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.	
IMMEDIATE CAUSE (Final disease or condition resulting in death) (a) BRAIN HEMORRHAGE		DUE TO, OR AS A CONSEQUENCE OF (b) HYPERTENSIVE CARDIO VASCULAR DISEASE		DUE TO, OR AS A CONSEQUENCE OF (c) HYPERTENSION		PART II. Cite significant conditions contributing to death but not resulting in the underlying cause given in PART I.	
DATE OF OPERATION, IF ANY 20a.		MAJOR FINDINGS OF OPERATION 20b.		IF FEMALE, WAS THERE A PREGNANCY IN PAST THREE MONTHS? 20c. YES <input type="checkbox"/> NO <input type="checkbox"/>		HOUR OF DEATH 21c. 02:05 P M.	
(DID/DID NOT) ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON 21a. DID HIM		DATE (MONTH, DAY, YEAR) January 19, 1993		WAS CORONER OR MEDICAL EXAMINER NOTIFIED? (YES/NO) 21b. NO		DATE SIGNED (MONTH, DAY, YEAR) 22b. February 8, 1993	
TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.		NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT) 22a. DAVID KARGER M.D 1500 S. FAIRFIELD CHICAGO ILLINOIS 60608		ILLINOIS LICENSE NUMBER 22d. 056-033168		NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER OR MEDICAL EXAMINER MUST BE NOTIFIED.	
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT) 23.		LOCATION 24a. Hillside		CITY OR TOWN 24b. Oakridge		STATE 24c. Illinois	
BURIAL, CREMATION, REMOVAL (SPECIFY) 24a. Burial		CITY OR TOWN 24b. Oakridge		STATE 24c. Illinois		DATE (MONTH, DAY, YEAR) 24d. Jan. 23, 1993	
FUNERAL HOME 25a. Corbin Colonial Funeral Chapel		STREET AND NUMBER OR R.F.D. 5345 W. Madison		CITY OR TOWN Chicago Ill.		ZIP 60644	
FUNERAL DIRECTOR'S SIGNATURE 25b. Virginia L. Parker, M.B.A.		FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 25c. 034-011937		DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR) 26a. FEB 11 1993		DATE (MONTH, DAY, YEAR) 26b. FEB 11 1993	

4. In case of default therein, Trustee or Beneficiary 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 promise 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 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, notwithstanding 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, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring 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 Beneficiary 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 affect 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 thereon 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.

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10. No action for the enforcement of the lien or of any 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 Deed 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.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

Orilla Fenton (SEAL) \_\_\_\_\_ (SEAL)
ORILLA FENTON
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS,
County of COOK } ss.

I, HECTOR DELGADO,
a Notary Public in and for and residing in said County, in the
State aforesaid, DO HEREBY CERTIFY THAT ORILLA FENTON

who IS personally known to me to be the same
person whose name subscribed
to the foregoing Instrument, appeared before me this day in
person and acknowledged that SHE signed and
delivered the said Instrument as HER free and
voluntary act, for the uses and purposes therein set forth.



GIVEN under my and and Notarial Seal this 11 day of
JANUARY A.D. 2000

Hector Delgado
Notary Public

This instrument was prepared by

JEANNETTE CARDONA
(Name)

5533 W CERMAK CICERO IL 60804
(Address)

