4277/0094 40 001 Page 1 of 2002-06-06 16:46:22 Cook County Recorder



TRUST DEED

THIS INDEN	TURE, made 06/08/00 between SALLY LOWE berein reformed to an IConstant Lower		
	herein referred to se "Grantors" and		
"Trustee", with	nesseth: , Illinois, herein referred to as		
THAT, WHER "Beneficiary", together with i	the legal holder of the Loan Agreement hereinafter described, the principal amount of \$ 200025.99, nterest 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		
	\$ 2207.04 beginning or 07/15/00 followed by \$ 2072.58 beginning on 08/15/00; followed by \$ \$.00 beginning on 00/00/00; followed by \$ \$.00 on 00/00/00.		
AGREED RATE OF INTEREST	vynichever boxes are checked, the corresponding provision applies.		
FIXED RATE:	The Agreed Rate of Interest on my loan is 12.10 % 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 Loan Rate' published in the Federal Reserve Board's Statistical Recease 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 ofis%, my margin is%, therefore my current Agreed Rate of Interest is% per year.		
,,	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.		
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OM CITIFINANCIAL FORE		1 5. 23 02 13:26/ST 13:25/N	
SEMI-ANNUAL RATE CHANGE/ SEMI-ANNUAL PAYMENT CHANGE	The A Left F. For Interest is sure in the park preceding the previous month has point from the rate for the previous interest will be given effect by payments on the sixth payment duamount due under this Loan Agree balloon payment, if applicable.	us six month period. Adjustment changing the dollar amounts of the date and every sixth months.	least 1/4 of a percentage ints in the Agreed Rate of of the remaining monthly
DISCOUNTED RATE (APPLIES	However, until my sixth payment d be% per year.	ue date, my Agreed Rate of Inte	rest is discounted and will
ONLY TO LOANS SUBJECT TO SEMI-ANNUAL CHANGES)	Beginning with the sixth payment of adding the margin to the Index a previous month and my payment payment will increase or decrease thereafter as stated in the paragraph.	as of the last business day of will change. Thereafter, the Age on the twelfth navment due d	the month preceding the
by the Grantors to be per hereby acknowledged, do the following described 3: COUNTY OF	the Grantors to secure the payment of this Trust Deed, and the performed, and also in consideration of the body and the presents CONVEY and the eal Estate and all their estate, title and the control of the body and their estate.	The sum of One Dollar in hand p WARRANT unto the Trustee, its indinterest therein, situate, lying a ND STATE OF ILLINOIS to wite	eements herein contained, aid, the receipt whereof is successors and assigns, and being in the
DOT 19 IN MEDICO G	Transk 2 20001472100 OF FO	OT I IN BLOCK 8 OF CIRCU	IT COURT
PARTITION, BEING A	SUBDIVISION OF THE WEST }	OF THE SOUTHWEST ! OF SEC	CTION 14,
COUNTY, ILLINOIS.	RANGE 13. LYING EAST OF THE	E THIRD PRINCIPAL MERIDIA	IN COOK
Today Indiana	0.5		
P.I.N. # 16-14-323-			e *
COMMONLY KNOWN AS:		= -	<u> </u>
	CHICAGO IL 60624	002063	5628 Page 2 of 5

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.

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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 Grantons 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 Berieficiary; (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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- A. In case of default therein Trus or fene iday nay but need not may but need not, and may, but need not, make full or partial payments of principal or ...erest on prior encumbrances, if any, procure insurance, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or elements. 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
- 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,
- 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
- When the indebtedness here's 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 if the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Benchiciary 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; or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar onto and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to proper the 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 arrival 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 migh, a fect the premises or the security hereof,
- 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 proce. dings, 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.
- 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 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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- the lien of day provision hereof 10. No action for the enfo I be sulliject to any defense which would not be good and available to the larry 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.
- 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.
- 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
- 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.
- 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 Agraement 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 se

C the manufal and sear(a) of G	tors the day and year first above writter	· .
Sally live	(SEAL)	(SEAL)
	(SEAL)	(SEAL)
STATE OF ILLINOIS,	1, William District Dis	brear
County ofCOOK	a inclary public in and for	and residing in said County, in the Y CERTIFY THAT
OFFICIAL SEAL MICHAEL DISHMON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/04/03 OFFICIAL MICHAEL DI NOTARY PUBLIC, STAT MY COMMISSION EXPIRI	person (S) who to the foregoing Instrument person and acknowledged delivered the said Instrum voluntary act, for the uses ar	nd purposes on rein set forth. Notarial Seal this 8TH day of
ASSOCIATES FINANCE INC.	6500 W IRVING PARI	CRD CHICAGO II 60634

INSTRUCTIONS

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