## TRUST DEED

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TA BARANG WARE	TOWARD TO A SECURITY OF A SECU
THIS INDENTURE, madeDecer	ober 2 , 19 93, between <u>Juan Manzano and Maria Manzano</u>
as Joint Tenents	herein referred to as "Grantors", and F.E. Troncone
Operations Vice President herein referred to as "Trustee", witnesseth:	of Oakbrook Terrace , Illinois,
	to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder
of the Loan Agreement hereinafter described, t	he principal amount of <u>Eleven Thousand Seven Hundred Ninety Seve</u> n
Dollars and Forty Six Cents***** together with interest thereon at the rate of (che KM Agreed Rate of Interest: 23.99 % pe	. \$6378 \$ *-03-000412
Loan rate. The interest rate will be	nterest rate loan and the interest rate will increase or decrease with changes in the Prime  percentage points above the Bank Prime Loan Rate published in the Federal Reserve ank Prime Loan rate isn/a%, which is the published rate as of the last business the initial interest rate isn/a% per year. The interest rate will increase or decrease the Bank Prime loan rate, as of the last business day of the preceding month, has intentage point from the Bank Prime loan rate on which the current interest rate is based. The interest rate will not change before the First Payment Date.
in the month following the anniversary date of	at be given effect by changing the dollar amounts of the remaining monthly payments for loan and every 12 months thereafter so that the total amount due under said Loan ate of Lectuber 15
	the said Lean Agreement of even date herewith, made payable to the Beneficiary, and
	tallments: 1 at \$ 353.92 , followed by 83 at \$ 291.03 ,
	the first installment beginning on <u>January 15</u> , 19 <u>94</u> and the day of each month thereat er until fully paid. All of said payments being made payable
NOW THEREFORE, the Grandors to secure the payment of the said oblicontained, by the Grandors to be performed, and riso in consideration of the situation of the successors and assigns, the following described Real Estate and all of the COUNTY OF COOK AN All of Lot 12 and the East 5 fee of the Northeast 1 of the North Third Principal Meridain, in Cook PIN: 16-29-215-029	
Commonly known as: 5614 W 24th St	03000/12
which, with this property hereinafter described, is referred to herein as the " TOOETHER with improvements and figures now attached together with TO HAVE AND TO HOLD the premiers made the seld Transless, its success."	
This Trust Deed consists of two pages. The	covenants, conditions and provisions appearing on page 2 (the reverse side of this trust are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.
Juan Manzano Manzano	(SEAL) (SEAL) (SEAL)
	State of the state
STATE OF ILLINOIS.	1. the undersigned  a Notary Public in and for and residing in said County, in the State aforestand, DO HEREBY CERTIFY THAT
County or Dupach SS	Juan Manzano and Maria Manzano
"OFFICIAL SEAL"  FKara Lee  Polity Public, State of Illinois  MPC umprission Expires, 09/30/96  This instrume	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 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 Scal this 2nd day or December Notary Public in was prepared by
	er/Associates Finance 1275 Naper Blvd., Naperville, IL 60540
607664 Rev. 7-91 (1.B.)	

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 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 disine any buildings now or at any time 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 laxes, 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.
- 8. Orantors shall keep all buildings and improvements now or hereafter situated on said premises instired against loss or damage by fire, lighthing or windstorm under policies providing for payment by the insurance companies of moreys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactary to the Beneficiary, and an arrange policies payable, in case of loss or damage, to Trustee for the beneficiary, such rights to be evidenced by the standard mortage clause to be entiched 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 loss than ten days prior to the respective dates of expiration.
- 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 desired expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discherge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeit interesting said interesting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expresses paid or incurred in connection therewish, including a storney's fore, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indobtedness secured here! 9 and shall become immediately due and payable without notice end with interest thereou at the annual percentage rates tated in the Loan Agreement this Trust Deed socures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them, on account of any default become immediately due and grantors.
- 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 cetimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or cetimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.
- 6. Grantors shall pay e a vicem 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 unpuld indebtedness secure (by his 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 an interest ment on the Loan Agreement, or in 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 transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedine shy see, secured shall become due whether by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the lien hersof, in any suit to foreclose the lien hersof, there shall be allowed as included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or an behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, paper low lower includes a control of the expense of a procuring all r che structs of title, title ascretches and examinate epolesis. Torrent occurred to procuring all r che structs of title, title ascretches and examinate epolesis. Torrent occurred and similar data and assurances with respect to title ascretches and examinate epolesis. Torrent occurred to a similar data and assurances with respect to title of the remaining all r che structs of title, title ascretches and examinate epolesis. Torrent occurred to a similar data and assurances with respect to title of the remaining all r che structs of title, title ascretches and examinate epolesis. Torrent occurred to a similar data and assurances with respect to title of the remaining all r che structs of title, title ascretches and examinate epolesis. Torrent occurred to the such decree the true candition of the title or the value of the remains all lexpenditures and expenses of a r, it ture in this paragraph mentioned shall become so much delitional indebtedness secured beneficiarly due and payable, with interest thereon at the annual percentage rate stated in the L m, or ement this Trust Deed secures, when paid or incurred by Trustee or Beneficiarly in connection with (a) any proceeding, including probate and bankrupter proceedings, the which or without of the processings, the which of which of the processings, the which of which the superior of the common content of any suit for the foreclosure hereof after accrual of st. in right to foreclose whether or not actually commenced; or (a) preparations for the defense of any threatened
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceedings, including all such items as are mentioned in the proceedings, including all such items as are mentioned in the proceedings, including all such items as are mentioned in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings, including all such items as a remember of control in the proceedings and in the proceedings are remember of control in the proceedings and in the proceedings are remember of control in the proceedings and in the proceedings are remember of control in the proceedings and in the proceedings are remember of control in the proceedings and in the proceedings are remember of control in the proceedi
- 9. Upon, or at any time after the filing of a bill to foreclose this transport of the court in which such bill is filed may appoint a receiver of said promises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvence of Grantons 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 homesteed or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the reits, issues and profits of said premises during the pendency of such foreclosure out and, in case of as aske sand a deficiency. "In the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantons, except for the intervention of such receiver, would be entitled to collect such remaining the receiver 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 corr! A Thou and operation of the premises during the whole of said corr! A Thou and operation of the premises during the whole of said corr! A Thou and operation of the production, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection, possession, or in the protection of the production of the premises of the protection of the production of the premises of the protection of the production of the premises of the protection of the production of the premises of the protection of the premises of
- 10. No action for the enforcement of the lien or of any provision hereof shall \(\text{t} \ext{c}\) (bject to any defense which would not be good and available to the party interposing same in an action at law apon the note hereby secured.
- 3.11. Trustee or Beneficiary shall have the right to inspect the premises at all resonable 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 premister, or 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 licas 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 fee 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 a point 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. "Set or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedaess or any part thereof, whether or not so a person 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.

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