

TRUST DEED

22 649 766

This Instrument was prepared by:

Kenneth W. Phad

6118 N. Milwaukee, Niles, Ill., 60648

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 4, 19 74 between Peter Paul and

Mildred Paul ( His Wife ) herein referred to as "Grantors", and

Stanley J. Ginsburg of Elmhurst, Illinois, herein referred to as "Trustee", witnesseth;

THAT, WHEREAS the Grantors are justly indebted to Associates Finance Inc., herein referred to as "Beneficiary", the legal holder of the Installment Note hereinafter described, in the sum of \$990.00 Dollars, evidenced by one certain Installment Note of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Note the Grantors promise to pay the said sum in 59 consecutive monthly installments of \$ 115.00 each and a final installment of \$ 115.00 with the first installment beginning on March 4, 19 74 (Month & Day) and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable to Niles Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said sum of money 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 Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City Of Des Plaines COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That part of lot 183 lying Easterly of a line drawn from a point on the South line 26.08 feet West of the Southeast corner to a point on the North line thereof 50.50 feet West of the Northeast corner of Twin Oaks 1st addition being a Subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 15 Township 41 North Range 12 East of the Third Principal Meridian.

which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances to the site belonging, and all rents, issues and profits thereof for so long and during all such times as Grantors may be entitled thereto (which are pledged primarily and secondarily with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), awnings, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether a fixture attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Grantors or their successors, or any of them shall be considered as constituting part of the real estate.

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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

Peter Paul (SEAL) \*  
Peter Paul (SEAL) \*  
Mildred Paul (SEAL) \*  
Mildred Paul (SEAL) \*

STATE OF Illinois )  
I, Kenneth W. Phad )  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT )  
Peter Paul and Mildred Paul ( His Wife ) )  
County of Cook )

who are personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 4th day of February, A.D. 1974  
Kenneth W. Phad Notary Public.

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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 mechanical 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 any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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, lightning or windstorm under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 additions 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.

4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter 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, and purchase, discharge, complete or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or other lien or charge 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 rate of seven per cent per annum, inaction of Trustee or Beneficiary shall not be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

5. 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 provided from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, or other lien or title or claim thereon.

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 the necessity of notice, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained.

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 be filed for 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, stenographic charges, publication and costs (which may be estimated as to items to be expended after entry of the decree) of process, all such abstracts of title, title searches and examinations, guarantees, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to protect such suit or to evidence in litigation at any sale which may be had pursuant to such decree the true condition of the title to the premises. All expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or Beneficiary in connection with (a) the prosecution of any suit for foreclosure hereof, or (b) proceedings to enforce the lien hereof, or (c) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (d) proceedings 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 a 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 a 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note (including any overpayments thereon); fourth, to the legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill of foreclosure, 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 priority or maturity of the debt, at the time of application for such receiver and without regard to the then value of the premises, and the receiver shall be then appointed as a trustee of and for the Trustee hereunder, may be appointed as such receiver, and shall have 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 period of redemption or not, as well as during any further times when Grantors, or any other person, except for the intervention of such receiver, would be entitled to receive such rents, issues and profits, and all other powers which may be usual in such cases for the protection of secured creditors of the premises during the whole of said period; the court may also appoint a receiver to receive 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 or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an 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 shall Trustee be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require information satisfactory to Trustee before exercising any such power.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof in or at the request of any person who shall, either before or after maturity of the note, require information satisfactory to Trustee before exercising any such power.

14. In case Trustee resigns by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, whether or not actually commenced, and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 assumed the note of this Trust Deed, the term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DEED RECORDING FORM with fields for ADDRESS, DATE (1974 MAR 11), TIME (PM 12:47), and various identification numbers (22649766, 500, 22649760).

END OF RECORDED DOCUMENT