

UNOFFICIAL COPY

This document was prepared by: Mary Ann Ruse
TRUST DEED 454 W. 162nd St.
South Holland, IL.

060642-7

23 250 539

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made SEPTEMBER 4, 19 75 between KENNETH AND BLANCHE
(HIS WIFE) POWELL herein referred to as "Grantors", and STANLEY J.

GINSBURG of NORTHBROOK 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 FIVE THOUSAND SIX HUNDRED & NO/100 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 47 consecutive monthly installments of \$ 200.00 each and a final installment of \$ 200.00 with the first installment beginning on OCTOBER 11, 19 75

and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at SOUTH HOLLAND Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW THEREFORE the Grantors do execute the payment of the said sum of money in accordance with the terms, provisions and conditions 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 fact that the receipt whereof is hereby acknowledged, do by these presents, CONVEY and WARRANT unto the Trustee, its assigns and a duly authorized agent of the Trustee, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF MARILHAN COUNTY OF COOK AND STATE OF ILLINOIS to-wit:

Lot 29 in Block 1 in Canterbury Gardens Unit No. 3, a subdivision of part of Canterbury Gardens Unit No. 2, a subdivision of West Half of the East Half and part of the North West Quarter of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian.

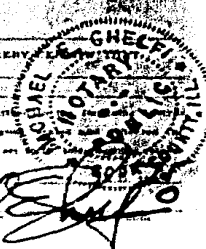
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby irrevocably 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 the hand(s) and seal(s) of Grantors the day and year first above written.

Kenneth Powell (SEAL)
Blanche M. Powell (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK }
I, MICHAEL E. GHELFI, a Notary Public and a member of the Notary Public Association of the State of Illinois, do hereby certify that KENNETH POWELL AND BLANCHE POWELL (HIS WIFE) are personally known to me to be the same persons whose names and signatures appear on the foregoing instrument and who are duly authorized to execute the same and who are duly authorized to execute the same and who are duly authorized to execute the same and who are duly authorized to execute the same.



Michael Ghelfi

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

- Grantor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, or which may be in need of repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof. It is the duty of the grantor to cause any indebtedness which may be secured by a lien of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the satisfaction of such lien to Trustee or to Beneficiary. It is the duty of the grantor to cause any building or buildings now or at any time in process of erection, and to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (8) make no structural alterations or improvements except as required by law or municipal ordinance.
- Grantor shall pay taxes, any 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, grantor shall pay in full any taxes, interest, in the manner provided by statute, any tax or assessment which Grantor may desire to avoid.
- Grantor 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 companies of moneys sufficient either to pay the cost of replacing or restoring the same or to pay in full the indebtedness secured hereby, all in compliance with the terms of the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary. Such policies to be evidenced by the attached mortgage clauses to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of loss or damage shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantor in any form and manner deemed expedient and may, but need not, make any partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, commutation or release of any tax lien or other prior lien or claim thereon or proceed 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 rate of seven per cent per annum. Trustee or Beneficiary shall never be considered as a volunteer in any right accruing to the trust account of any default hereunder on the part of Grantor.
- The Trustee or Beneficiary hereby secured making by a check hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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 failure, tax lien or claim thereon.
- Grantor shall pay each item of indebtedness herein mentioned in full principal and interest, when due according to the terms hereof. At the option of Beneficiary, because due and payable as immediately in the case of default in the 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 Grantor herein contained.
- When the indebtedness herein 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, appraiser's fees, surveyor's fees, documentary and court expenses, garnishment charges, publication costs and costs which may be estimated after entry of the decree of foreclosure all such abstracts of title, title searches and examinations, guarantee policies, interest certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to foreclose such suit or to establish its liability thereon which may be had pursuant to such decree the true condition of the title to 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 shall be immediately due and payable with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including judicial and equitable proceedings, to which either of them, or either of them as a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness herein secured, or (b) proceedings for the enforcement of any suit for the foreclosure hereof after actual or assumed default of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 taxes and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other liens which under the terms hereof constitute secured indebtedness additional to that established by the note, with interest thereon, as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to grantor, their heirs, legal representatives or assigns, and other rights may appear.
- Upon, or at any time after the filing of a bill in foreclosure 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 voluntary consent of Grantor at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then received as a bona fide sale and the Trustee hereunder may be appointed as such receiver. Such receiver 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 full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, except for the protection, possession, control, management and operation of the premises during the whole of and in part of, 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.
- 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 intervening herein in an action at law upon the note hereby secured.
- 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 information satisfactory to Trustee before exercising any power herein given.
- 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 to and at the request of any person who shall, at or before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary may appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authorities as are herein given Trustee.
- This Trust deed and all provisions hereof, shall extend to and be binding upon Grantor and all persons claiming under or through Grantor, and the word "Grantor" 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 note or this Trust deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

23 250 535 23 250 539

NAME: CONSUMER FINANCE COMPANY
 STREET: 101 East 16th Street
 CITY: SOUTH HOLLAND, ILLINOIS 60473
 PHONE: 760 16 50

FOR RECORDERS INDEX PURPOSES
 CHECK EVERY ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
 1611 Cavalier Dr.
 Markham, Ill.
 22250539 - A - Rec 5.11

MAIL TO: INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

500 MAIL

22250539

END OF RECORDED DOCUMENT