UNOFFICIAL COPY

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SSOCIATES FINANCE, INC. 56 7823 S MESTERN AVE CHI	CAGG		# L INIONS		Z	562841	l9
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CASO 11. 69637		<u> </u>		- AND ASSAULT	TOTAL DESIGNATION	<u> </u>	
AKÉR		GO PAYMENTS: ON	E AT 32CEOULDF	FOLLOWED BY 59	AT 326.00		
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THIS INDENTURE, made	or 1745			between Orland		ned Demotic	
	ne	rein referred to a		انهای ودستان سود در این اندازی میاه			Illinair
herein referred to as "Trustee", witner	30°:	°	1 1000 1000	American Company	Poor Date	200:-	, minois
THAT, WHEREAS the Grantors are just	tly indebted to	, ulabolifoqua	1,41,700,00	mo.,			
herein referred to as "Beneficiary", the	e legal holdo, of the	e Loan Agreemer	nt hereinafter de	escribed, in the s	um of	10,550.	
evidenced by one certain Loan Agreem	ent of the Gran urs	f even date her	ewith, made pay	able to the Bene	ficiary, and deliv	ered, in and by w	_ Dollars /hich sai
Loan Agreement the Grantors promise		~					
In 50 consecutive monthly	installments of	2 .02		_ each and a fir	nal installment o	(S <u>RD6_00</u>	20
with the first installment beginning on			(MONTH &	DAY)		· · · · ·	19
and the remaining installment continu	_	ay of each mont					
from time to time, in writing appoint.	20 COLD 10 COLD		Illinois,	or at such place	as the Benefic	iary or other hol	der may
NOW, THEREFORE, the Grantors	to cooure the nave	nont of the cale r	um of money in	accordance wit	h the terms are	visions and limit	ations o
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

(THE REVERSE SIDE OF THIS TRUST DEED):

(THE REVERSE SIDE OF THIS TRUST DEED):

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 llen 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 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 there is. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statue, any tax or assessment which Grantor may detire to contest.

- 3. Grant is shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind it is muder policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing these ner in pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or claim a je, 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 size of the standard mortgage clause to be attached to each policy, and size of the standard mortgage clause to be attached to each policy, and size of insurance about to expire, shall deliver renewal policies in the less than ten days prior to the respective dates of expiration.
- 4. In case of default if rein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deem so in pedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compluinity or rettle any tax lier or other prior ten or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or user one). All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney see v. at dany other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the filen hereof, shall be so much additional indebted reconstructions and shall be come immediately due and payable without notice and with interest thereon at the rate of nine per cent per annur. In action 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 Grant. any default hereunder on the part of Grantris.
- any default hereunder on the part of Grant; is.

 5. The Trustee or Beneficiary hereb, se or a 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 Inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lie routille or claim thereof.

 6. Grantors shall pay each item of indebtedniss her in mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unnaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become die 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.
- 7. When the indebtedness hereby secured shall become the area nether by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, thrice shall be allowed and included as additional indebtedness in the decree for sale all oxpanditures and expenses which may be paid or incurred by or on bindit of trustee or Beneficiary for attorney's fees, trustee's tees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication ocosts (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title sear thesia id examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may do, mile 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 frue convision 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 immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incured by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a pitty 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 latter accival of such right to foreclose whether or not actually commenced.
- B. The proceeds of any foreclosure sale of the premises shall be distributed and applied into following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are minimized 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 Loan Agreement; fourth, an overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this trust deed, the court in which such billing any appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the soliency 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 the coupled as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver, shall have power to collect the render, is used and profits of said premises during the pendency of such foreclosure suit and, in case of a sate and a deficiency, during the full statutory periodic management on ont, as well as during any further times when Grantors, except for the intervention of such receiver, yould 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, posse six n, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver of opty 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 of 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 male 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 "vei" ble to the party interposing same in an action at law upon the Loan Agreement hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permit ed for that
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record with 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 nease 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. 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 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 note or this Trust Deed. The term Beneficiary as used herein shall mean and include any

D E L	ASSOCIATES CONSUMER FINANCE C STREET 7823 South Western Avenue CHICAGO, ILLINOIS 60620	OMPANY	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE			
V E	CITY	Carried September 1				
R Y	INSTRUCTIONS	01	MAIL			
	OR					