UNOFFICIAL COPY

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ssociates finance, in 12 7526 Scuth C	o. Icero pakla	ail.		ILLINOIS			
H CODE. STREET ADDRESS, CUY AND STAT			LACT DAVISEUT DATE	IEGINO/3	87.55		
	OS-25-Si	STPAYMENT BATE	LAST PAYMENT DATE				
or Principal Public		OFFICIALITIES		604.60 2775	6.5%		
a S. Homeane	- Charles	STS3.45	CREDIT ASHINS PREM			ALC: NO.	
CASS IL	60620			SCHEDULE OF PAYMENTS		E PAYMENTS	
CFR.		是多种种的	120 PAYMENTS ON	EAT. 404.29 FOLLOW	ED BY 179AT	104.29	
				**			
THIS INDENTURE, mad	le <u>Flarch</u>			,19 <u>81</u> ,between		ery and Darl	ene Emery.
his wir		he		s "Grantors", and R.D.	 Section 10 months in the contract of the contract		
herein referred tr as 'T	rustee", witnesset	h:	o	1225 <u>Vest 22nd</u>	1 Street	Oak Brook	, Illinois,
THAT, WHEREAS use a	rantors are justly i	ndebted to AS	sociates F	inance Inc.			
herein referred to as . 2	er anciary", the le	gal holder of the	Loan Agreemen	t hereinafter described,	in the sum of ,	48,514.	80
evidenced by one certain	n Loar Agr ement	of the Grantors	of even date here	with, made payable to th	e Reneticiary	and delivered in an	Dollars,
Loan Agreement the Gra							
in119 conse	cutive county in	stallments of \$	404-29	each a	ınd a final inst	allment of S <u>404</u>	.29
with the first installment	beginning on 🧘 1	pr 1 <u>27t</u> h		(шоніна бау)	 -		, 19 <u>_81_</u> _
and the remaining insta	Ilment continuing	or, the same da	y of each month		aid. All of said	payments being m	ade payable at
9528 S Cicero A		1 ()	<u> </u>	Illinois, or at sucl	h place as the	Beneficiary or oth	er holder may,
this trust deed, and the consideration of the sun	e performance of of One Dollar in I	f the covenants hand paid, the re	and ac eemen	um of money in accordar its herein contained, b s hereby acknowledged	v the Granto	rs to be performe	d, and also in
unto the Trustee, its suc							
Real Estate and all of the	Cook	ille and interest	therein, sir late	, i ling and being in the		AND STATE OF ILI	
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

2582004 (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 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
- 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 eceipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statue, any tax or assessment which
- 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 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.
- 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 deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, 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 crotest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection Increwith, including attorney's less, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be some in additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine primary many injection of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default her auntiful on the part of Grantors.
- 5. The Trus ser (Faneliciary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or entire to procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, a serior sale, forfeiture, tax lien or title or claim thereof.
- 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 notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, not with standing 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 Jef Jult shall occur and continue for three days in the performance of any other agreement of the Grantors herein
- 7. When the indebtedness hereby ser ore: shall become due whether by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to forec, here in the decree for sale all expenditures and expenses which may be paid < incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees. outlay for documentary and expert evidence, stenographer, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Torrens are may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such learner 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 be a nature additional indebtedness secured hereby and immediately due and payable; with interest therein at the rate of nine per cent per annum, when have or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either or or incurred by Trustee or Beneficiary in connection with (a) any proceedings, including probate and bankruptcy proceedings. foreclose whether or not actually commenced or (c) preparations 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 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 proceedings, including all such terms as are mentioned in the preceding paragraph hereof; second, all other items which under the ferms hereof constitute secured indebtedness additional in the evidenced by the Loan Agreement, with interest thereon as nerein provided, third, all principal and interest remaining unpaid on the Loan \qr ament; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the cour 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 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 1° same shall be then occupied as a homestead or not and the Trustee horeunder may be appointed as such receiver. Such receiver shall have power to coller, the ents, 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 stitutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such recriver, would be entitled to collect such redemption or not, as well as during any further times when strantors, except for the intervention of scalable. The rest, issues and profits, and all other powers which may be necessary or are usual in such cases for the prof. cf.... possession, control, management and operation of the profits and all other powers whole of said period. The Court from time to time may authorize the first iver 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 middle of the profits and the court from time. hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this invit 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 deliciency in case of a sale and deficiency.
- 10. No action for the enforcement of the lieu or of any provision hereof shall be subject to any defense which would not be 10 and available 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 by permitted for that
- 12. Trustee has no duty to examine the litle, location, existence, or condition of the premises, nor shall Trustee be obligated to rer ard an instruct of the premises of the premises of the premises of the premise of ise of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein of services of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein of services.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, either before or after in aturity To Open presentation of satisfactory discussed that this frust deed, the tien 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 Coorded 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.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors.

This Trust Deed and all provisions nereor, 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 specifies or assigns of Beneficiary.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE 9528 S. Cicero Ave. 6-275 2 1 T8-L Z-87# JII --DZ.OI Oak Lawn, Il. 60453

INSTRUCTIONS ----

1981 NAR 27 ON 12:29

OR

RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT