UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

| MANCE CHARGE ACCRUAL DATE | 05-12-82 Trust l | Deed | 26223457 | |
|---|---|---|--|--------------|
| NEFICIARY ASSOCIATES FINANCE, INC. | | ILLINOIS | | |
| NCH CODE, STREET ADDRESS, CITY AND STATE COUNT NUMBER DUE SDEFAULT CHARGE LOAN DATE | LAST PAYMENT DATE | | | |
| ene energ f | SPECIAL FEES SPECIAL FEED SPREM. SCREEN ASHINS PREM | | | |
| 'K CBBAE (1771-KGE 11788SA) | 15/2-15/2 | | einer a Sawiniz | |
| AAKER | OLLOWED BY 95 AT \$ 257.04 | FOLLOWED BY 1.7 AT \$ | 151 PAYMENT DATE | |
| APERA, SUSAN | | | | |
| THIS INDENTURE, madeMAY | | | BRUNO F. AR ENA AND SUSAN ARE | ina, |
| his wife, in JOINT TFLANC | · | | KBROOK | |
| herein referred to as "Trustee", witnes THAT, WHEREAS the Grantors have p | o omise to pay to Associates Fina | ince, Inc., herein referred | to as "Beneficiary", the legal holder of the Loan | ٠ |
| herewith, made payable to the Benefic | ciary, and draive, ed, in and by which | h said Loan Agreement th | n Loan Agreement of the Grantors of even date e Grantors promise to pay the Total of Payments | , |
| in 95 consecutive monthly with the first installment beginning or | 11 NY 18 | each : | and a limb installment of S 316.69 | -, ', |
| | | (VOVIPA DAY) nth thereafter until fully p | aid. All of said payments being made payable a | ıt |
| 408 WEST 75th STREET, from time to time, in writing appoint. | DOWNERS GROVE, | | ch place as the Beneficiary or other holder may | |
| The principal amount of the Loan | Agreement is \$ 12,911.39 | | | _ |
| deed, and the performance of the cove | nants and agreements herein conta | tined by the Grantors to be | ith the terms, provisions and limitations of this trus performed, and also in consideration of the sum o Y and WARRANT unto the Trustee, its successor | of |
| Real Estate and all of their estate, right | nt, title and interest therein, situate, | , lying and being n the $_$ | City of Elk Grove Village AND STATE OF ILLINOIS, to wi | |
| Lot 3192 inElk Grove V | illage Section 10 bei 33, Township 41 Nort is. Also known as: | ng a subdivision h, R _a nge ll Eas 53 Avon Rd, Elk | in Section 28, Section 29, of the Third Principal Merid or we Village, Il 60007. | |
| | 982 MAY 7 AM | 11 40 | 4 | |
| which, with the property hereinafter of | | | | |
| TO HAVE AND TO HOLD the pr | emises unto the said Trustee, its s rights and benefits under and by v | successors and assigns iAug of the Hoßestead E | rivileges, interests, rerus at d profits. foreyer, for the purp ises, and upon the uses an emption Laws of the Strue at Illinois, which sai | |
| This trust deed consists of two p incorporated herein by reference at | ages. The covenants, conditions | and provisions appearing pinding on the Grantors, i | on page 2 (the reverse side of I' is trust deed) ar heir heirs, successors and ausigns | re |
| But | i A | ø | 0 | |
| BRUNO F. ARELA | | SEAL) | SUSAN ARENA (SEA | |
| STATE OF ILLINOIS, | Westell | e a Even | all a | -, |
| County of One SS. | | v | n the State aforesaid, DO HEREBY CERTIFY THA , his wife, in JOINT TENANCY | AT |
| Owld HE property know | wn to me to be the same person | S whose name 8 | are subscribed to the foregoing Instrume | ? |
| 2 A.2 W. | on and acknowledged that | they | signed, sealed and delivered t | the |
| sait instrument as the ir | d 54.5 | oluntary act, for the uses a | and purposes therein set forth, including the relea | ise : |
| GIVEN Hoder my hand Notar | at Seat this | day of _ Llis | Duch Walahik | <u>۲</u> |
| | مر د شده وی | * . | NOTARY PUBLIC | |
| This instrument was prepared by | | 100 mm | 76+b empression decurs re | اورو اورو |
| ASSOCIATES FINANCE IN | NAME) | 408 WEST | 75th STREET, DOWNERS GROVE, II | L 60 |
| 666755 REV. 10-81 | | | 2 1 100 M | |

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 time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of taw 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 therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statue, 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 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 shalf 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 cord 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 munner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discore go compromise or settle any tax lien or other prior lien or little or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cor lest, my tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including into ney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much a utility half indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rank lated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accraining to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Benefic an interest secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate pror used 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 lien or title or claim thereof.
- 6. Grantors shall pay each item of includes herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to formation and indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in the 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 default shall occurrent contrary for the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent
- 7. When the indebtedness hereby secured shall be ome due whether by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the suit or to expended atter entry of the decree) of procuring all such abstracts of tide. It tile searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary male in to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree it a 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 sumuch additional indebtedness secured hereby and immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and for incurred by Trustee or Beneficiary in connection with (b) any proceeding, including probate and for incurred by Trustee or Beneficiary in connection with (b) reason of this trust deed or any indebtedness is 1 reby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether a male culturally commenced. Or (c) preparations for the defense of any threatened suit or proceeding which might
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and any first on the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as an embloned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evid the boan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Loan Agreement; for the 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 court in which such bill is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, w....out notice, without regard tith, 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 the same mail be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the mail be then occupied as and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutor period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver. Yould be entitled to collect such reats, issues and profits, and all other powers 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 period. 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 rust died, 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 in the 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 gool 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 be purpled 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 be liable for any acts or omissions hareunder, except in case 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. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to 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 thereot, 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.

| [| 2 | NAME | Associates Cons | sumer Financ | e, Co. | 23 | INSERT ST | ORDERS INDEX TREET ADDRES ED PROPERTY 1 | S OF ABOVE | |
|---------------------|-------------------|-------------|------------------------------|--------------|-----------------|--|-----------|---|------------|-----------|
| l | = - | STREET | P. D. Box 138 408 W. 75th | Street | - 14 (5) | Service Control of the Control of th | | ELK GROVE | | TI. 60007 |
| ۱. ا چ | , E | CITY ** ··· | Downers Grove | e, 11. 60515 | | DI TIVIT | 5 : | LUK OKOTE | VILLENOUS. | <u> </u> |
| R _u Υ | INSTRUCTIONS | | | | | | | | | |

OR RECORDER'S OFFICE BOX NUMBER

6223457