

TRUST DEED 26319218

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 10, 1982, between Rennie Oliver and Luella Oliver, his wife, herein referred to as "Grantors", and D. K. Watson of Oak Brook, Illinois,

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of Thirty One Thousand Three Hundred Ninety Nine Dollars and 04/100 Dollars (\$ 31399.04), together with interest thereon at the rate of (check applicable box)

- 21% per year on the unpaid principal balances.
This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime loan rate. The interest rate will be percentage points above the Prime loan rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime loan rate is %, which is the published rate as of the last business day of 19; therefore, the initial interest rate is % per year.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 36 consecutive monthly installments: 1 at \$ 723.74, followed by 34 at \$ 650.48, followed by 1 at \$ 28802.54, with the first installment beginning on September 20, 19 82 and the remaining installments continuing on the same day of each month

thereafter until fully paid. All of said payments being made payable at Calumet City, 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 obligation 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 to the Trustee 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 Chicago, COUNTY OF Cook, STATE OF ILLINOIS, to wit:

Lot 8 in Block 4 in Harvey B. Hurd's Addition to West Pullman, being a subdivision of lot 4 and 5 in Andrews' Subdivision of the East 1/2 of the Southwest 1/4 and the Southeast fractional 1/2 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, lying North of the Indian Bounday Line, in Cook County, Illinois. Commonly known as 553 W 123rd St. Chicago, Illinois

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits 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 the hand(s) and seal(s) of Grantors the day and year first above written.

Signatures of Rennie Oliver and Luella Oliver with (SEAL) markers.

STATE OF ILLINOIS } County of Cook }

26319218
Janice M. McIntyre
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rennie Oliver and Luella Oliver, his wife

who are personally known to me to be the same persons 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 10th day of August 1982. Notary Public Seal for Janice M. McIntyre, Cook County, Ill.

This instrument was prepared by Victoria Iwinski (Name)

1501 Sibley Blvd., Calumet City Ill (Address)

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

1. Grantors shall 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay by law 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 liens to Trustee or 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 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 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 exercised 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 hereunder, Trustee or Beneficiary may, but need not, make any payment or performance, as to be rendered requested 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, surcharge 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 exempt any tax or possess 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 exempt 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 annual percentage rate stated in the Loan Agreement on this Trust Deed secured hereunder and shall become immediately due and payable without notice in the event of any default hereunder on the part of Grantors.
5. The 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 procured from the appropriate 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 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, in case of default, both principal and interest, when due according to the terms hereof, become due and payable immediately in the case of default in making payments of any installment on the Loan Agreement or in case of default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or if immediately in full in part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
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 foreclose the lien hereof, there shall be allowed and included as additional indebtedness on 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, notice for documentary and export evidence, stamping charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree for sale, all such abstracts of title, title searches and examinations, quitclaim policies, Tuller's certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary, either to prosecute such suit or to evidence to holders at once, of which may be had pursuant to such decree the true condition of the title 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 annual percentage rate stated in the Loan Agreement on this Trust Deed secured hereunder, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, to which either of the parties a party, either as plaintiff, claimant or defendant, in reason of this trust deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof, or after the trial of such right to foreclose and other or not actually commenced, or in preparation 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 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 Loan Agreement with interest thereon as herein provided; third, all principal and interest containing unpaid on the note, fourth, any surplus 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 of 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 priority of indebtedness 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 then occupied as a homestead or not at the time of application for such receiver. Such receiver shall have the 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 to file a statement of the full statutory period of redemption, when there is no redemption or not, as well as during any further times when Grantors, for the intervention of such receiver, would be entitled to collect rents, 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 such period. The Court may time to time as a receiver to apply the net income in his hands in his own or in whole or in part of (1) the indebtedness secured hereby or by any decree, order, or judgment, or any tax, special assessment or other lien which may be of a lien superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale, (2) the discharge of a sale and delivery.
10. No action for the enforcement of the lien or 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, extension, or boundary of the premises hereunder. Trustee shall be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof. Trustee shall be liable for any act or omission hereunder 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 is fully paid, after the due date 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 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 authorities 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 on any part thereof, and all persons or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

26319218
DELIVER

NAME ASSOCIATED REALTY, INC.

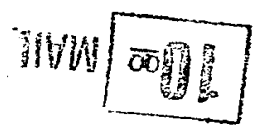
STREET 1000 N. LAUREL ST.

CITY CHICAGO, ILL. 60642



FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER



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AUG 12 AM 11 13 1982

507254 (1-8) Rev. 3-82

END OF RECORDED DOCUMENT