

TRUST DEED

27347407

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 23rd, 1984, between First National Bank (continued) in Chicago Heights as Trustee U/L/T #4425, dated 10-26-78, herein referred to as "Grantors", and

C. R. Amburn 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 SeventySevenThousandNineHundredSeventyNineDollars and NinetySevenCents Dollars (\$67,979.97*), together with interest thereon at the rate of (check applicable box)

EXONERATION CLAUSE IS ATTACHED HEREIN AND MADE A PART HEREOF

% per year on the unpaid principal balances. (FIXED RATE OF INTEREST: THIS IS A VARIABLE INTEREST RATE LOAN AND THE INTEREST RATE WILL INCREASE OR DECREASE WITH CHANGES IN THE BANK PRIME LOAN RATE.) The interest rate will be 4.50 percent a point above the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is 12.00%, which is the published rate as of the last business day of October, 1984; therefore, the initial interest rate is 16.50% per year. The interest rate will increase or decrease in the month during which the sixth loan payment is due, and every sixth month thereafter, if the Bank Prime Loan rate as of the end of the second month prior to the month during which the sixth payment will be made, or any like month preceding a six-month anniversary of the first payment, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six-month period. No interest rate increase or decrease will be greater than 2%. Interest rate changes will be effective upon 30 days written notice. In no event, however, will the interest rate be less than 13.00% per year. If the index is no longer available, Associates will choose a new index which is based upon comparable information. Associates will give notice of this choice. Associates reserves the right to waive part or all of any adjustment resulting from an interest rate increase.

Adjustments in the Agreed rate of interest shall be given effect by changing the dollar amounts of the remaining monthly payments so that the total amount due under this loan agreement will be paid by the original Last Payment Date.

The Grantors promise to pay the said debt in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 120 consecutive monthly installments: 1160.02 at \$ -0-, followed by -0- at \$ -0-, followed by -0- at \$ -0-, with the first installment beginning on December 28, 1984 and the remaining installments continuing on the same day of each month (Month & Day) 408 West 75th Street

thereafter until fully paid. All of said payments being made payable at Downers Grove, 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, and paid, the receipt 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 Flossmoor, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

Property is commonly known as: Butterfield Lane, Flossmoor, Illinois 60422 or 1N Butterfield Lane, Flossmoor, Illinois 60422 The attached call option provision is part of this Trust Deed to secure debt.

which, with the property hereinafter described, is referred to herein as the "premises."

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.

FIRST NATIONAL BANK IN CHICAGO HEIGHTS, Trustee U/T/A 4425

ATTEST: Donna Willwerscheid Assistant Trust Officer, Edward L. Morrison Trust Officer

STATE OF ILLINOIS, Cook } ss. Ronda Strasser

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward L. Morrison, Trust Officer, and Donna Willwerscheid, Assistant Trust Officer, who are personally known to me to be the same person whose name is 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 23rd day of November, A.D. 1984. Ronda Strasser Notary Public

My Commission Expires June 7, 1986

This instrument was prepared by M.J. Muqaini 408 West 75th Street Downers Grove, IL

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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or lien 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 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 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 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 and 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 contest any tax or promise 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 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 money 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 with the principal and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any rights accruing to them on account 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 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 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, notwithstanding 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 default shall occur and continue for three days in 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 become due whether by acceleration or otherwise, Beneficiary of 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, outlay for documentary and expert evidence, stenographer's 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 Beneficiary may deem to be reasonable, necessary or proper to prosecute such suit or to evidence to bidders at any sale 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 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 this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to 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 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 remaining 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 to foreclose 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 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 shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as 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 a deficiency, during the full statutory 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, would 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, possession, control, management and operation of the premises during the whole of said period. The court on 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 of such decree, provided such application is made 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 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, 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 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 thereof, whether or not such persons shall have executed the Loan Agreement of this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DELIVERY

NAME Associates Consumer Finance, Co.
 P. O. Box 108
 STREET 408 W. 75th Street
 CITY BEAVER GROVE, IL. 60515
 Tel: 964-6080

POST OFFICE INDEX PURPOSES
 INSERT TRUE ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

27347407

INSTRUCTIONS OR
 RECORDERS OFFICE BOX NUMBER



Property of Cook County Clerk's Office

EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 4425

By Edward L. Korman
XXXXXXXXXXXX Trust Officer

273377107

EXHIBIT A

PARCEL 1:

That part of the South West quarter of Section 7, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of the West half of the East half of said South West quarter and 990 feet South of the North line of said South West quarter thence Westerly along a line 990 feet South of and parallel to the North line of the South West quarter for a distance of 35.9 feet, thence South Easterly a distance of 61.55 feet along a line making an angle of 99 degrees 8 minutes with the last named line (when turned from West to South East) thence South Westerly a distance of 62.48 feet along a line making an angle of 47 degrees 31 minutes with the last named line (when turned from South East to South West); thence South Easterly a distance of 59.05 feet along a line making an angle of 56 degrees 44 minutes when turned from South West to South East); thence South Westerly a distance of 135.05 feet along a line making an angle of 63 degrees 53 minutes with the last named line (when turned from South East to South West) thence South Easterly a distance of 22.8 feet along a line making an angle of 51 degrees 16 minutes with the last named line (when turned from South West to South East); thence South Westerly a distance of 74.5 feet along a line making an angle of 55 degrees 31 minutes with the last named line (when turned from South East to South West) thence South Easterly a distance of 89.2 feet along a line making an angle of 112 degrees 16 minutes with the last named line (when turned from South West to South East) thence South Easterly a distance of 52.13 feet along a line making an angle of 38 degrees 36 minutes with the last named line (when turned from South East to South); thence Easterly along a straight line a distance of 100.79 feet to a point in the East line of the West half of the East half of said South West quarter, thence Northerly along said East line a distance of 451.16 feet to place of beginning.

PARCEL 2:

The North half of the West 25 feet of Tract 7 in Frederick H. Bartletts Golf and County Club Estates, being a subdivision of the South 2150 feet of the East quarter of the South West quarter of Section 7 and the East 40 feet lying North of the South 2150 feet of said East quarter of the South West quarter of said Section 7, also the West 674.71 feet of the South East quarter of said Section 7, all being in Township 35 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded May 29, 1942 as document 12901128.

Property of Cook County

EXHIBIT A

PARCEL 3:

That part of the West 1/2 of the East 1/2 of the South West 1/4 of Section 7, Township 35 North, Range 14, East of the Third Principal Meridian, beginning at a point on the East line of the West 1/2 of the East 1/2 of said South West 1/4 1217.03 feet North of the South line of the South West 1/4 of Section 7, thence West along a straight line which makes an angle of 90 degrees 17 minutes with said East line when turned from South to West a distance of 100.79 feet to a point thence South Easterly a distance of 54.0 feet along a line making an angle of 70 degrees with the last described East and West straight line when turned from East to South East; thence South Westerly 92.0 feet along a line making an angle of 130 degrees with the last named line when turned from North West to South West, thence South Westerly 85.70 feet along a line which makes an angle of 138 degrees 44 minutes with the last named line when turned from North East to West, thence Southerly along a curve having a radius of 988.37 feet and convex to the East a chord distance of 268.72 feet to a point said point being 241.0 feet East of the North West corner of lot 6 in Butterfield Properties as measured along the North line of said lot 6 and said line extended East, thence East 210.23 feet along a line 79 feet North of and parallel to the South line of said South West 1/4 said parallel line also being the North line of lots 6 and 12 of Butterfield Properties, to the East line of the West 1/2 of the East 1/2 of said South West 1/4 said line also being the West line of Frederick H. Bartlett's Golf and County Club Estates, thence North a distance of 424.03 feet to the place of beginning, all in Cook County, Illinois;

Except the West 33 feet of that part of the West 1/2 of the East 1/2 of the South West 1/4 of Section 7, Township 35 North, Range 14, East of the Third Principal Meridian, beginning at a point on the East line of the West 1/2 of the East 1/2 of said South West 1/4 1217.03 feet North of the South line of the South West 1/4 of Section 7, thence West along a straight line which makes an angle of 90 degrees 17 minutes with said East line when turned from South to West a distance of 100.79 feet to a point, thence South Easterly a distance of 54.0 feet along a line making an angle of 70 degrees with the last described East and West straight line when turned from East to South East; thence South Westerly 92.0 feet along a line making an angle of 130 degrees with the last named line when turned from North West to South West, thence South Westerly 85.70 feet along a line which makes an angle of 138 degrees 44 minutes with the last named line when turned from North East to West, thence Southerly along a curve having a radius of 988.37 feet and convex to the East a chord distance of 268.72 feet to a point said point being 241.0 feet East of the North West corner of lot 6 in Butterfield Properties as measured along the North line of said Lot 6 and said line extended East, thence East 210.23 feet along a line 79 feet North of and parallel to the South line of said South West 1/4 said parallel line also being the North line of Lots 6 and 12 of Butterfield Properties, to the East line of the West 1/2 of the East 1/2 of said South West 1/4 said line also being the West line of Frederick H. Bartlett's Golf and County Club Estates, thence North a distance of 424.03 feet to the place of beginning, all in Cook County, Illinois.

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Property of Cook County Clerk's Office

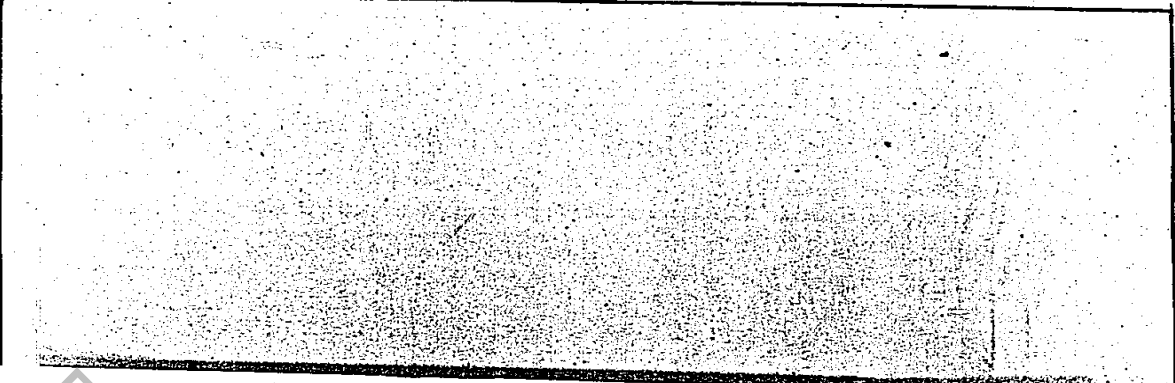
ATTACHMENT
TO
MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT

Dated November 23, 19 84

CALL OPTION — The Lender has the option to demand that the balance due on the loan secured by this mortgage, deed of trust or deed to secure debt be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Borrower(s) (mortgagor or grantor) will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Lender (mortgagee or grantee or beneficiary) has the right to exercise any remedies permitted under this mortgage, deed of trust, or deed to secure debt.

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Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT