

THIS INDENTURE, made June 25, 1985, between HARRIS TRUST AND SAVINGS BANK, as Trustee under the provisions of a trust agreement dated the 26th day of September 1977, known as Trust Number 37971, herein referred to as "Grantors", and W. W. Sullivan Second Party

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 Seventy Six Thousand

Five Hundred Ten Dollars and four cents Dollars (\$76510.04) together with interest thereon at the rate of (check applicable box)

x) 20.00% per year on the unpaid principal balances.

Especially where the interest rate is variable, the Trustee, its successors and assigns, in hereby expressly made a part hereof.

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 percentage points above the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The initial Bank 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 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 % 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 Agree'd Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments so that the total amount due under the loan agreement will be paid by the original Last Payment Date.

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 consecutive monthly installments: at \$, followed by at \$, followed by at \$, with the first installment beginning on 19 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, THE BEFORE, 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 conditions contained by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby present COSVEY

of the Trustee, its successors and assigns, the following described Real Estate, all of their estate, right, title and interest therein, situate, lying and being in the village of Flossmoor, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

That portion of the North West 1/4 of the North East 1/2 of Section 7, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the South West corner of the North West 1/4 of the North East 1/2 of said Section 7, said point of beginning being marked by a stone thence North along a line running North and South through center of said Section 7, 229.836 feet to a point on said North and South line marked by a stone; thence South 89 degrees 9 minutes 46 seconds east 520.92 feet to a point in center line of Chicago and Vincennes Road marked by a buried stone, thence South 25 degrees 30 minutes East along said center line of said Road 256.43 feet to a point in a center line of said Road marked with a buried stone, said point being also the intersection of said Road with an East and West Highway, thence North 89 degrees 9 minutes 46 seconds West 631.33 feet to the point of beginning in

and the premises hereinafter described, is referred to herein as the "premises" being also the intersection of said Road with an East and West Highway, thence North 89 degrees 9 minutes 46 seconds West 631.33 feet to the point of beginning in

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the terms and conditions hereinafter set forth, to have and to hold the same unto the Beneficiary, its successors and assigns, which said rights and benefits the Grantors do hereby expressly convey, sell, assign, transfer, release and quitclaim unto the Beneficiary, its successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Trustee under its Trust No. 37971 and not individually By Vice Pres. Attest Assistant Secretary

SIXTH JUDICIAL CIRCUIT } ss

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same person whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as 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 day of AD 19

Notary Public

This instrument was prepared by

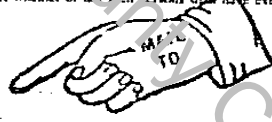
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1
(THE REVERSE SIDE OF THIS TRUST DEED).

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, and keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims to lien not expressly subordinated to the lien hereof. It is agreed that any indebtedness which may be secured by a lien on the premises superior to the lien hereof, and upon request of the Trustee or Beneficiary, shall be promptly discharged or satisfied by the Grantors, and complete within a reasonable time any no material alterations in said premises except as required by law or municipal ordinance with respect to the premises and the use thereof, or make
2. Grantors shall pay before any penalty attaches all general taxes, and 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 date of expiration.
4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantors in any form and in manner deemed expedient, and 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 thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or premium or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting 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 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 right 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 presented 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 thereon.
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 immediately in the case of default in making payment of any installment on the Loan Agreement or when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or 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 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 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, and lawyer's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to costs to be paid after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Totten certificates, and similar data and insurance with respect to title as Trustee or Beneficiary may deem to be a reasonably necessary either to prosecute such suit or to redress to holders 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 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 this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with 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 any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereby, 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 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 or Beneficiary 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 delivery, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors 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 Trust Deed, or any tax, special assessment or other lien which may to or become superior to the lien hereof of such indebtedness, such application is made prior to foreclosure sale, (2) the deficiency or deficiencies of a sale and deficiency.
10. The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary of the loan date of the loan, and annually on each subsequent anniversary date. If the option is exercised, Grantors shall be given written notice of the election at least 90 days before payment in full is due. If payment is not made in full, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.
11. 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 intervening same in an action at law upon the note hereby secured.
12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
13. 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
14. 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.
15. 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.
16. This Trust Deed and all provisions hereof, shall extend in 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 of any part thereof, whether 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.



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

RS081208

DELIVERY

NAME ASSOCIATES FINANCE
STREET 1501 SIBLEY BLVD
CITY Calumet City, IL 60409

INSTRUCTIONS

OR
RECORDERS OFFICE BOX NUMBER _____

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

W. A. J.

VIRGINIA ZACCONE

I, _____
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

HERMAN A. KOLE

Vice President of the Harris Trust and Savings Bank and

KENNETH E. PIEKUT

Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of June A.D. 19 85

My Commission Expires May 23, 1989

Virginia M. Zaccone
Notary Public

X-4704 (N-12-74)

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THIS TRUST DEED is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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Exoneration provision restricting any liability of Harris Trust and Savings Bank, stated on the reverse side hereof, is hereby expressly made a part hereof.

ATTACHMENT

TO

MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT

Dated June 25, 1985

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.

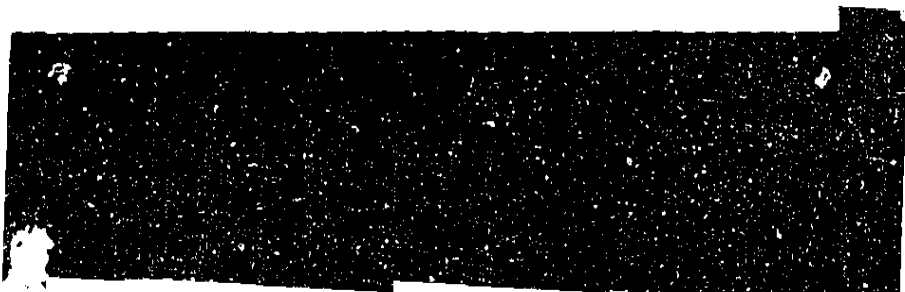
[Signature]
(WITNESS)

[Signature]
(BORROWER) Wilbert A. Franklin

[Signature]
(BORROWER) Marian L. Franklin

HARRIS TRUST AND SAVINGS BANK, ex Trustee under its
Trust No. 32891 and not individually
By [Signature] Vice President
Attest [Signature] Assistant Secretary

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein, and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Clerk's Office