

TRUST DEED

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THE ABOVE SPACE FOR RECORD USE ONLY

THIS INDENTURE, made September 19, 1985, between Mattie G. Long, widow and since remarried, now known as Mattie G. Long Gee and W. W. Sullivan married to James Gee, herein referred to as "Grantors", and W. W. Sullivan,

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 Forty Four Thousand Dollars and no cents Dollars (\$ 44000.00), together with interest thereon at the rate of (check applicable box)

- % 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 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  $\frac{1}{4}$  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 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 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

Month & Year

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 do make the payment of the said obligation in accordance with the time, place, sum and manner 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, 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 rights, title and interest therein, situated, lying and being in the city of Chicago, Cook, County of Cook, State of Illinois, to wit:

Lot 45, (except the South 19.00 feet thereof) and all of Lot 46, in Block 10, in East Washington Heights, being a Subdivision of the West Half of the North West Quarter and the South West Quarter of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 9707 S. Union Chicago, IL 60628 Tax ID # 09-118-107-0000

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

TOGETHER with improvements and fixtures now attached thereto or thereon, rights, privileges, easements, rights of way, etc.

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 herein set forth, free from all liens, debts 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 disown and release.

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.

Mattie G. Long Gee

James Gee

Frank E. Toland

STATE OF ILLINOIS  
County of Cook

I, Frank E. Toland, a Notary Public in and for and residing in said County, in the State aforesaid, do HEREBY CERTIFY THAT Mattie G. Long, widow and since remarried, now known as Mattie G. Long Gee married to James Gee who is personally known to me to be the same person as whose name is Frank E. Toland, subscriber to the foregoing instrument, appeared before me this day in person and acknowledged that they agreed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the transfer and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19th day of September, A.D. 1985.

Frank E. Toland Notary Public

My COMMISSION EXPIRES JUN 28 1986

This instrument was prepared by Brenda L. Lane 20202 E. 159th Street Calumet City, IL 60409

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

1. Grantor 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 liens not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a law or order on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens 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. Grantor 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 a tax due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantor shall pay in full under protest, in the manner provided by statute any tax or assessment which Grantor may desire to contest.
3. Grantor 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 monies sufficient either to pay the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby, all in compensation 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 hereinabove required of Grantor 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 or premium or settle any tax or title or claim thereof, or redeem from any tax sale or forfeiture affecting all or part of the premises or contest any tax or premium or settle any tax or title or claim thereof, or redeem from any tax sale or forfeiture affecting all or part of the premises or contest any tax or premium or settle any tax or title or claim thereof, or redeem from any tax sale or forfeiture affecting all or part of the premises or contest any tax or premium or settle any tax or title or claim thereof, including attorney's fees, and any other monies 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 this Trust Deed secures. Notice of Trustee or Beneficiary shall serve to constitute a waiver of any right to accrue to them on account of any default hereunder on the part of Grantor.
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 furnished 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, title or claim thereof.
6. Grantor 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 Grantor, 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 installments of the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantor herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantor w/out 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 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, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to be to be expended after entry of the decree of procuring as such abstracts of title, title searches and examinations, guarantee policies, Title certificates, and similar data and assurances with respect to title as the Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to defend any action which may be had pursuant to such decree the true condition of the title or the value of the premises, all costs, disbursements and expenses of the nature in the 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, (c) with whomsoever it 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 such proceeding, whether or not actually commenced, or whether or not actually commenced, or whether or not actually commenced.
8. The proceeds of the 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 expenses as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, whether or not their rights may have accrued.
9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court on which such bill is filed may appoint a receiver of said premises. Such a person shall be made subject before or after sale, without notice or without regard to the solvency or insolvency of Grantor 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 home or not and the trustee/borrower may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of and payment during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be repossess or not, as well as during any further time as hereinafter provided, except for the intervention of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or as usual in such cases for the protection, possession, control, management and operation of the property 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 on a whole or in part of such indebtedness secured hereby, or (2) the deficiency in case 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 date of the loan and unpaid on each subsequent anniversary date. If the option is exercised, Grantor shall be given written notice of the election at least 90 days before payment is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies provided under this trust deed.
11. No action for the enforcement of the lien or of any power or benefit shall be subject to any defense which would not be valid and available to the party interposing 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 or Beneficiary has no duty to examine the title, location, existence, condition 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 hereof, except in case of gross negligence or misconduct and Trustee may require indemnity 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 or 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 to and be binding upon Grantor and all persons claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, 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.

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NAME  
STREET  
CITY

ASSOCIATES FINANCIAL INC.  
2020 E. 159th ST.  
P.O. BOX 1459  
CALUMET CITY, IL 60409  
312-868-1000

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



INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER \_\_\_\_\_

85201899  
12581

DEPT-01 RECORDING \$12.25  
TH1111 TRAN 5324 09/24/85 99:29:00  
#2829 # A \*-85-201899



85201899

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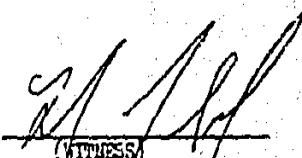
## ATTACHMENT

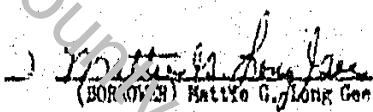
TO

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

Dated September 19 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 & 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.

  
(WITNESS)

  
(BORROWER) Mattie G. Long Gen

  
(BORROWER) James G. Long

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