

TRUST DEED

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THIS INDENTURE, made March 28, 1986, between HAROLD C. HOLLY JR. and JANET HOLLY, his wife, in JOINT TENANCY herein referred to as "Grantors", and W. W. Sullivan 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 Nineteen Thousand Eight Hundred Thirty Nine Dollars and Seventy Eight Cents Dollars (\$ 19839.78 ), 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 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 (Month & Day), 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 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 to be 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 state, right, title and interest therein, situate, lying and being in the city of Chicago Heights, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 30 in Block 2 in Sandra Heights a Subdivision of the North East 1/4 of the South West 1/4 of Section 19 (except that part lying South of the Michigan Central Railroad and except the Railroad and except the North 33 feet dedicated for Hickory Street) all in Township 35 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded September 29, 1958 as Document No. 17330419 in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises" Tax ID# 32-19-320-001 Property Add: 1605 Hilltop Chicago Heights, IL

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, 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.

(SEAL) Harold C. Holly Jr. (SEAL) Janet Holly (SEAL)

STATE OF ILLINOIS, County of Cook } ss. I, Frank E. Toland, a Notary Public in and for and residing in said County, on the State approved and HEREBY CERTIFY THAT Harold C. Holly Jr. and Janet Holly, his wife, in Joint Tenancy

who are 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 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 28th day of March, A.D. 1986 Frank E. Toland Notary Public

This instrument was prepared by Brenda L. Lane 2020 E. 159th Street Calumet City, IL 60409 (Name) (Address)

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1. Grantors shall (1) promptly repair, alter or rebuild any building or structure on the premises damaged or 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 of any mortgage secured by this Trust Deed; (3) pay all 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.
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 and shall cause to be paid 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 compliance with policy 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 policies to be obtained from the Beneficiary 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 herebefore required 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, compromise or settle any tax lien or other claim or lien or title or claim thereon or against any tax lien or other prior lien or title or claim thereon or against 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 other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereon, 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; inaction of Trustee or Beneficiary shall not be deemed 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 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 other proceeding thereon.
6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms thereof. In the event of default in the performance of any of the terms of this Trust Deed, the Trustee or Beneficiary shall have the right to demand immediate payment of all such indebtedness, with interest thereon, and to commence proceedings to enforce the same. In the event of default in the performance of any of the terms of this Trust Deed, the Trustee or Beneficiary shall have the right to demand immediate payment of all such indebtedness, with interest thereon, and to commence proceedings to enforce the same. In the event of default in the performance of any of the terms of this Trust Deed, the Trustee or Beneficiary shall have the right to demand immediate payment of all such indebtedness, with interest thereon, and to commence proceedings to enforce the same.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose on the premises in any manner permitted by law, and the Trustee or Beneficiary 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 for benefit of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, additional costs and costs (which may be estimated as to items to be expended after entry of the decree) of prosecuting all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar details and expenses with respect to title as Trustee or Beneficiary may deem to be reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the land and condition of the same or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and shall be 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 such suit or proceedings, including attorney's fees and other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereon, 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; inaction of Trustee or Beneficiary shall not be deemed as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
8. The proceeds of any foreclosure 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 herein provided; second, to the holder of the first mortgage on the premises, with interest thereon; third, all principal and interest remaining unpaid on the first mortgage; and fourth, to the 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 the premises during the pendency of such foreclosure suit and, in case of sale, shall have the power to collect such rents, issues and profits, and all other moneys which may be necessary or useful in such case, or the possession, control, management and operation of the premises during the whole or a part thereof. The Court from time to time may and it is its duty to apply the net income in its 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 secured hereby; and (2) the deficit in the 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 by the third anniversary of the date of the last scheduled payment 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 when due, 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 imposing 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 willful misconduct. 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 to and be binding upon Grantors and all persons claiming under or through Grantors, each and every of them, 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.

DEPT. OF RECORDING & MAPPING  
 411-25  
 17-2222 TRAN-001924-017889-3700  
 001924 B 001924-23863  
 FOR SCROLLERS INDEX PURPOSES  
 INFO STREET ADDRESS ABOVE TO RECORDED  
 DISTRICT PROPERTY HERE



RECEIVED

NAME  
 STREET  
 CITY

**ASSOCIATES FINANCE (INC)**  
 2020 E. 159th St  
 P.O. BOX 1459  
 CALUMET CITY, ILL 60409  
 312-868-1000

86 107889

RECORDED'S OFFICE BOX NUMBER

RECEIVED