

# TRUST DEED UNOFFICIAL COPY

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#171226

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 1st, 1986, between Jesse Melton and Mattie M. Melton, his wife in Joint Tenancy herein referred to as "Grantors", and W. W. Sullivan

of One Imperial Plaza Lombard, 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 sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), evidenced by one certain Loan Agreement of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum 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 to \_\_\_\_\_, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Loan Agreement is \$ 8552.00

NOW, THEREFORE, the Grantors to secure the payment of the 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, 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 26 (except the South 12 feet) and Lot 27 (except the North 6 feet) in Block 21 in East Washington Heights, a subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 9955 S. Lowe Chicago, IL 60628

Permanent Parcel Number: 25-09-303-018 **ALL**

The attached call option provision is part of the mortgage, deed of trust or 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 terms 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, irrevocably 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.

Jesse Melton (SEAL) \_\_\_\_\_  
Jesse Melton  
Mattie M. Melton (SEAL) \_\_\_\_\_  
Mattie M. Melton

STATE OF ILLINOIS }  
County of Cook }

George P. O'Connor,  
a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT  
Jesse Melton and Mattie M. Melton, his wife in  
joint tenancy  
who are personally known to me to be the same persons 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 1st day of May, A.D. 1986.  
George P. O'Connor Notary Public

This instrument was prepared by \_\_\_\_\_, \_\_\_\_\_, INC.,  
\_\_\_\_\_ Ave.,  
Name: \_\_\_\_\_ Address: \_\_\_\_\_

RESTRICTIONS

REVERSE SIDE

NAME  
STREET  
CITY

FOR BEST INDEX RESULTS  
INSERT THESE ADDRESSES OF ABOVE  
DEED HEREIN FROM ABOVE



1. The Trustee shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.
  12. The Trustee has no duty to examine the title location, easement or condition of the premises, nor shall the Trustee be obligated to correct any power herein given unless specifically obligated by the terms hereof, but the Trustee shall be obligated to correct any power herein given unless specifically obligated by the terms hereof.
  13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been paid in full, the Trustee shall have full authority to release this Trust Deed, the lien thereon, by proper instrument.
  14. In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a Trustee in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee.
  15. The Trust Deed and all powers herein granted shall be binding upon Trustee and all persons claiming under it, and the Trustee shall be bound by the terms hereof, and all persons claiming under it, and the Trustee shall be bound by the terms hereof, and all persons claiming under it, and the Trustee shall be bound by the terms hereof.
16. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available in the party's interest in an action at law upon the deed, provided such application is made prior to foreclosure sale. If the deficiency is more than one year and one day from the date of the deed, the Trustee or any tax agent or assignee of either party may file a motion for summary judgment in the court to determine the amount of the debt, and the Trustee or any tax agent or assignee of either party may file a motion for summary judgment in the court to determine the amount of the debt, and the Trustee or any tax agent or assignee of either party may file a motion for summary judgment in the court to determine the amount of the debt.
17. Upon or at any time after the filing of a bill to foreclose this deed, the court in which such bill is filed shall appoint a receiver of and preserve the same shall be the court, without notice, without regard to the priority of mortgages or liens, and without regard to the lien value of the premises or whether the same shall be sold as a whole or in part, and the Trustee hereunder may be appointed as receiver of and preserve the same, and the Trustee hereunder may be appointed as receiver of and preserve the same, and the Trustee hereunder may be appointed as receiver of and preserve the same.
  18. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incidental to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph, and all other items which the court hereunder may determine to be necessary or proper to carry out the purposes of the deed; second, the amount of any unpaid principal and interest remaining unpaid on the date of the foreclosure sale, with interest thereon at the rate provided in the deed; and third, any surplus to be distributed to the Beneficiary or its legal representatives or assigns, as their rights may appear.
  19. If at any time after the filing of a bill to foreclose this deed, the court in which such bill is filed shall appoint a receiver of and preserve the same shall be the court, without notice, without regard to the priority of mortgages or liens, and without regard to the lien value of the premises or whether the same shall be sold as a whole or in part, and the Trustee hereunder may be appointed as receiver of and preserve the same, and the Trustee hereunder may be appointed as receiver of and preserve the same, and the Trustee hereunder may be appointed as receiver of and preserve the same.
  20. The Trustee hereunder shall be deemed to have accepted the position of Trustee hereunder upon the filing of a bill to foreclose this deed, and the Trustee hereunder shall be deemed to have accepted the position of Trustee hereunder upon the filing of a bill to foreclose this deed, and the Trustee hereunder shall be deemed to have accepted the position of Trustee hereunder upon the filing of a bill to foreclose this deed.

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# UNOFFICIAL COPY

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## ATTACHMENT

TO

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

Dated May 1st 1986

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 the option is exercised, Borrower by mortgage or deed to secure debt will be given written notice of the exercise of the call option, before payment of the due amount. If payment is not made when due, Lender by mortgage or deed to secure debt is entitled to exercise the call option under the mortgage, deed of trust or deed to secure debt.

DEPT OF RECORDS & CLERK  
 102222 TRAN 0020 05/02/86 03:18:00  
 00248 + B. #--86-174226 \$12.25

*Jesse Melton*  
 Jesse Melton

*Mattie M. Melton*  
 Mattie M. Melton

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