

TRUST DEED

UNOFFICIAL COPY

5207424

THIS INDENTURE, made May 20 1986 between Charles Dixon and Norma B. Dixon, his wife in JOINT TENANCY herein referred to as "Grantors", and

W.W. Sullivan of Illinois herein referred to as "Trustee", witnesseth.

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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 Twenty one thousand nine dollars and twenty nine cents together with interest thereon at the rate of check applicable box

Dollars \$ 21,009.29

12% 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 5.74 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 8.50% which is the published rate as of the last business day of April 1986; therefore, the initial interest rate is 14.24% 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 12.24% 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 180 consecutive monthly installments: 180 at \$ 283.20, followed by 0 at \$.00, followed by 0 at \$.00, with the first installment beginning on June 27, 1986 and the remaining installments continuing on the same day of each month

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 Trustee, W.W. Sullivan, of the County of Cook, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original Trust Deed and the performance of the covenants and agreements herein is subject to the terms and conditions of the Loan Agreement and the Loan Agreement is a part of the property of the Beneficiary and the Trustee, W.W. Sullivan, of the County of Cook, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original Trust Deed and the performance of the covenants and agreements herein is subject to the terms and conditions of the Loan Agreement and the Loan Agreement is a part of the property of the Beneficiary.

Lots C and C-1 in Mohr's Resubdivision of part of Lots 102 and 103 in Currings and Foreman Real Estate Corporation Madison Street and 17th Avenue Subdivision in the North East Quarter of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded July 7, 1950 as Document No. 14844441, in Cook County, Illinois, commonly known as: 1027 South 12th, Maywood, IL Permanent parcel: 15-15-208-035

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TOGETHER with the covenants and conditions and the performance of the covenants and conditions of the Loan Agreement and the performance of the covenants and conditions of the Loan Agreement is a part of the property of the Beneficiary and the Trustee, W.W. Sullivan, of the County of Cook, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original Trust Deed and the performance of the covenants and agreements herein is subject to the terms and conditions of the Loan Agreement and the Loan Agreement is a part of the property of the Beneficiary.

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 hands and seals of Grantors the day and year first above written.

Charles Dixon
Norma B. Dixon

STATE OF ILLINOIS
County of DuPage

Geraldine T. Flowers
Charles Dixon, and Norma B. Dixon

AND I, Geraldine T. Flowers, of the County of DuPage, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original Trust Deed and the performance of the covenants and agreements herein is subject to the terms and conditions of the Loan Agreement and the Loan Agreement is a part of the property of the Beneficiary.
Geraldine T. Flowers
Notary Public

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1. Grantors shall promptly repair, replace or reconstruct any improvements on the premises which have been damaged or destroyed, or keep said premises in good condition and repair, without waste, and free from mechanical or other encumbrances, and shall pay in full the indebtedness secured hereby 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 amounts 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 heretofore required of Grantors in any form and in any 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 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 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 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 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 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, 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 reasonably necessary either 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 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 (b) preparations for the commencement of suit or 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 may be incurred 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 the property of 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 time when Grantors, except by 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 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 be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (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 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 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 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 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 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 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

DELIVERY

NAME ASSOCIATES
STREET 408 W. 75th St.
CITY Downers Grove, IL 60515

DEPT-01 RECORDING \$12.25
T#4404 TRAN 0530 05/23/86 13:37 00
#1766 # D *-26-207424

INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER _____

86217424

12.00 MAIL

80-111111

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3 5 2 0 7 4 2 4

ATTACHMENT

TO

MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT

Dated May 20 1986

NS207424

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, Borrowers (mortgagor or grantor) will be given written notice of the election at least 30 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.

Property of Cook County Clerk's Office