

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 3 THE REVERSE SIDE OF THIS TRUST DEED:

1. Grantors shall promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. It shall be the duty of the grantors to repair, replace or rebuild any buildings or improvements which may become damaged or be destroyed. It shall be the duty of the grantors to repair, replace or rebuild any buildings or improvements which may become damaged or be destroyed. It shall be the duty of the grantors to repair, replace or rebuild any buildings or improvements which may become damaged or be destroyed.
2. Grantors shall pay before any permits are attached to the premises, and shall pay the same, all charges, taxes, assessments, water charges, sewer charges, and other charges against the premises which are and shall, upon written request, be paid to the Trustee or Beneficiary by the grantors. If payment is not made by the grantors, the Trustee or Beneficiary shall pay it out of the proceeds of the sale of the premises provided in this deed.
3. Grantors shall keep all buildings and improvements in a good and safe condition and shall repair or rebuild any buildings or improvements which may become damaged or be destroyed. It shall be the duty of the grantors to repair, replace or rebuild any buildings or improvements which may become damaged or be destroyed. It shall be the duty of the grantors to repair, replace or rebuild any buildings or improvements which may become damaged or be destroyed.
4. In case of default thereof, Trustee or Beneficiary may, but need not, make any payment or payments on behalf of the grantors in accordance with the provisions of this deed. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors.
5. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors.
6. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors.
7. When the conditions herein are complied with, the title to the premises shall be vested in the Beneficiary. The Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors.
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 taxes and expenses incurred in the foreclosure sale, including all costs, fees and charges in connection with the foreclosure sale, and all other debts which are secured by the premises, and second, to the grantors or their heirs, assigns, personal representatives or assigns, as their rights may appear.
9. Upon or at any time after the filing of a foreclosure action, the Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors. The Trustee or Beneficiary shall have the right to sell the premises in whole or in part to satisfy the debt or debts of the grantors and to apply the proceeds of such sale to the payment of the debt or debts of the grantors.
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 last date of the loan and annually on each subsequent anniversary date. If the option is exercised, Grantors shall be paid on the date of the election at least 60 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 herein shall be subject to any defense which would not be paid and available to the party, if any, who was an actor in the sale 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, but shall be obligated to record this trust deed and to execute any power herein given unless expressly obligated by the terms hereof, but he shall be liable for any acts or omissions hereunder, except in case of gross negligence in such conduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.
14. Upon termination 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 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 STAMP IN SPACES ABOVE  
DESCRIBED PROPERTY HERE

DATE-TIME

NAME

STREET

CITY

INSTRUCTIONS

OR

RECORDERS INDEX BOX NUMBER

ASSOCIATES FINANCE  
100 E. ROOSEVELT RD.  
SUITE 34  
VILLA PARK IL.60181

MAIL TO

89001688

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# TRUST DEED UNOFFICIAL COPY 9

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 7th, 1989, between Winston Vance, a bachelor, Minerva Vance, a widow, Gloria Vance a bachelorette, Cathy Vance, a bachelorette, Jerry Vance, a bachelor, Leela Davis, married as tenants in common herein referred to as "Grantors", and D.E. Jahn,

Assistant Vice President of 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 principal amount of Seventy One Thousand Seven Hundred Nineteen Dollars and Ninety Nine Cents Dollars (\$ 71,719.99 ), together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: \_\_\_\_\_ % per year on the unpaid principal balances.  
 Agreed Rate of Interest: 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 3.46 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 10.50%, which is the published rate as of the last business day of January 31, 1989; therefore, the initial interest rate is 13.96 % per year. The interest rate will increase or decrease on the 15th day of the month the third loan payment is due, and every third month thereafter, if the Bank Prime Loan rate as of the end of the second month prior to the month during which the third payment will be made, or any like month preceding a three-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 three-month period. Interest rate changes will be effective upon 30 days written notice. In no event, however, will the interest rate be less than 11.96 % per year, nor more than 19.96 % per year. If the index is no longer available, Beneficiary will choose a new index which is based upon comparable information. Beneficiary will give notice of this choice. Beneficiary 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 said Loan Agreement will be paid by the original Last Payment Date of February 13, 1989

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: 1 at \$ 953.03, followed by 179 at \$ 953.03, followed by -0- at \$ -0-, with the first installment beginning on March 13, 1989 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Villa Park 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 conditions 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, his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE NORTH 22.5 FEET OF LOT 35 AND THE SOUTH 15 FEET OF LOT 36 IN BLOCK 7 IN TREAT'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

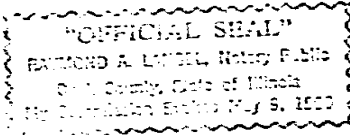
89061629

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, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein expressed, to have and to hold unto the Beneficiary 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.

Winston Vance (SEAL) Minerva Vance (SEAL)  
Gloria J. Vance (SEAL) Kathy L. Vance (SEAL)  
Jerry Vance (SEAL) Leela Davis (SEAL)

I, Ray A. Langel a Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Winston Vance, Minerva Vance, Gloria Vance, Cathy J. Vance, Jerry Vance, and Leela Davis as tenants in common who is personally known to me to be the same person is whose name are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 6th day of February, A.D. 1989



This instrument was prepared by Lisa M. Yount 100 E Roosevelt Rd Villa Park IL 60181

1190103911  
EQUITY TITLE CO. OF ILL., INC.  
100 N. LASALLE/SUITE 2105  
CHICAGO, ILL. 60602

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1700 mail

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11/11/11

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Witnesses: [Signatures and names of witnesses]

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

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.

THE GRANTORS PROMISE TO PAY THE SAID SUM IN THE SAID LOAN AGREEMENT OF EVEN DATE HEREAFTER MADE PAYABLE TO THE BENEFICIARY, AND TO THAT THE TOTAL AMOUNT DUE UNDER SAID LOAN AGREEMENT WILL BE PAID BY THE ORIGINAL LAST PAYMENT DATE OF FEBRUARY 15, 1942.

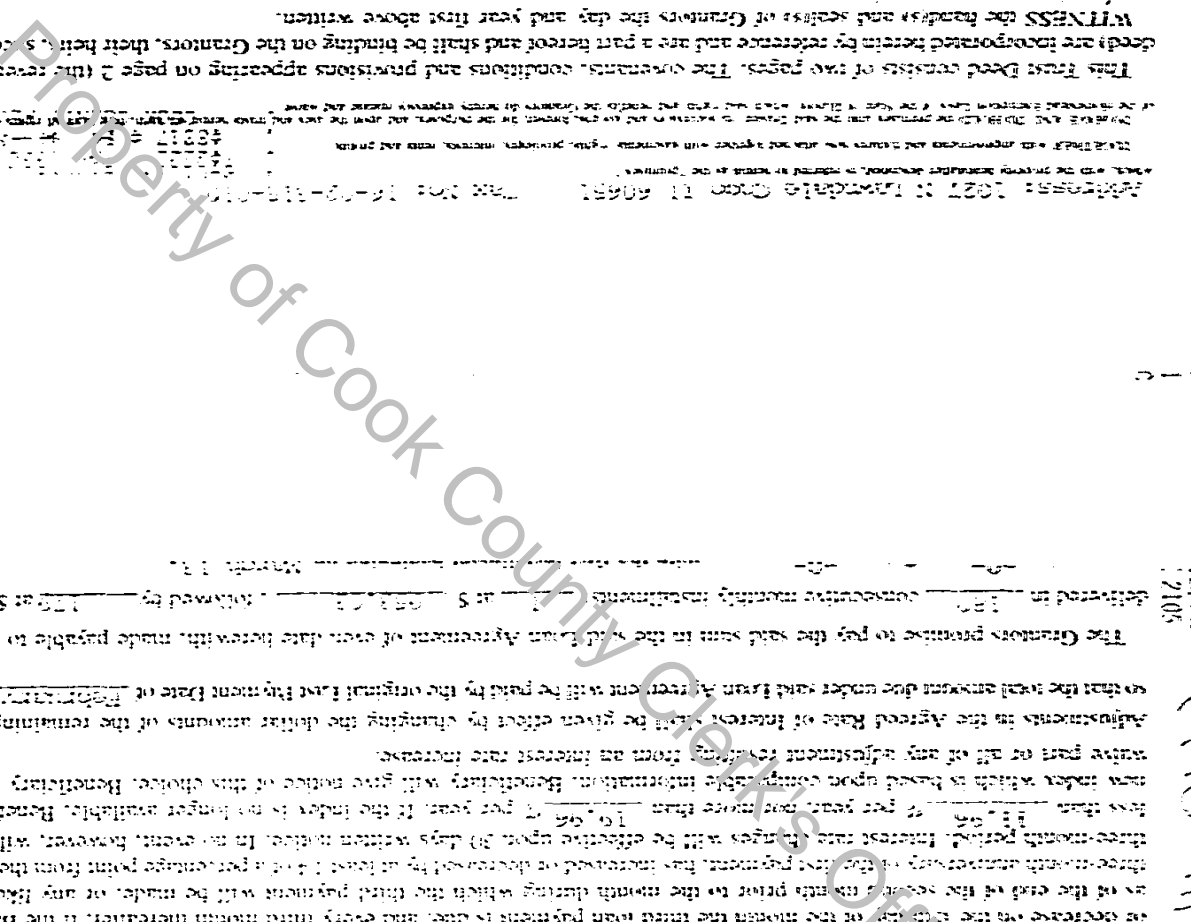
ADJUSTMENTS IN THE AGREED RATE OF INTEREST SHALL BE GIVEN EFFECT BY CHANGING THE DOLLAR AMOUNTS OF THE REMAINING MONTHLY PAYMENTS... THE GRANTORS PROMISE TO PAY THE SAID SUM IN THE SAID LOAN AGREEMENT OF EVEN DATE HEREAFTER MADE PAYABLE TO THE BENEFICIARY, AND TO THAT THE TOTAL AMOUNT DUE UNDER SAID LOAN AGREEMENT WILL BE PAID BY THE ORIGINAL LAST PAYMENT DATE OF FEBRUARY 15, 1942.

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder herein referred to as "Trustee", witnesseth:

ASSISTANT VICE PRESIDENT [Signature]

TRUST DEED

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U. INC. 12105

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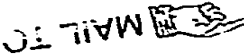
REGISTRATION OFFICE BOX NUMBER

OR

INSTRUMENTS

VILLA PARK IL.60181  
SUITE 34  
100 E. ROOSEVELT RD.

NAME  
STREET  
CITY



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

PROPERTY OF COUNTY OF COOK

1. The Trustee shall pay to the Trustee of the Trust the amount of the principal of and interest on the loan as provided in the Loan Agreement...  
2. The Trustee shall pay to the Trustee of the Trust the amount of the principal of and interest on the loan as provided in the Loan Agreement...  
3. The Trustee shall pay to the Trustee of the Trust the amount of the principal of and interest on the loan as provided in the Loan Agreement...  
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1  
(THE REVERSE SIDE OF THIS TRUST DEED)