## TRUST DEED UNOFFICIAL COPY 89175831

		M MILONDINZ GZE OMEZ	
THIS INDENTURE, made Art.1 18	19 .89, between,	Charles E Notes and Ju	ycos ij Nojler
Wife, As Joint Terants	herein referred to us "C	Frantors'', and	
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herein referred to as "Trustee", witnesseth:		The second second second second second second	
THAT, WHEREAS the Grantors have promised to pay	to Associates Finance, Inc., herein r	eferred to as "Beneficiary",	the legal ho
of the Loan Agreement hereinafter described, the pri	•	d Seven Hundred Ninety I	Sight and 7
together with interest thereon at the rate of (check ap		Dollars (\$ 20,75	8.79
L. Agreed Rate of Interest: % per year			
(x) Agreed Rate of Paccest: This is a variable interest		crease or decrease with char	wes in the B
Prime I can rate. The laterest rate will be 5.81.  Reserve Board's Statisact! Release 11.15. The initial business day of March. 19.89. The initial business day of March. 19.89. Therefor decrease on the 15th day of the month the third los as of the end of the second most prior to the month three month anniversary of the life, po ment, has increditive month period. Interest rate changes will be effected than 15.31. 3 per year, for more than 2 new index which is based upon comparable afformat waive part or all of any adjustment resulting from a	Bank Prime Loan rate is 11.50 % forc, the initial interest rate is 17.31 an payment is due, and every third much during which the third payment with a sed or decreased by at least 1/4 of a pective upon 30 days written notice. In 3.31 % per year, If the index is notion. Beneficiary will give notice of the second of the seco	which is the published ru- % per year. The Interest ru onth thereafter, if the Bank I il be made, or any like mo ercentage point from the rate no event, however, will the longer available. Beneficiar	te as of the  ste will incre  Prime Loan  onth precedir  for the previ-  interest rate  v will choose
Adjustments in the Agreed Rate of Interest shall be so that the total amount due under said Loan Agreemer.	given effect by changing the dollar ar		
The Grantors promise to pay the said sum in the se			
delivered in 180 consecutive monthly installmen			
followed by 0 at \$, with the		-	
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		(Manth & Day)	
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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

- I liantors shall () promptly reput; restore or rebuild any buildings or improvements now or bereafter on the premises which may be one damaged to be destinyed. (2) keep and premises in good condition and reput; without waste, and free from mechanics or other frees or claims for frees or expensely subsected or the break persons. (I) pure when due any indebted near which may be seeined by a firm or that go in the premises superior to the lief been bereak and upon request a bibliot factor or distance of the discharge of such prior free or to Bereficiary, (4) complete within a repossible time any buildings in most at any line in prior or upon and premises (4) make not material afterations in said premises except as required by law or municipal ordinance.
- 2 Geanters shall pus before any penalty attaches all general taxes, and shall pus special taxes, aperial assessments, water charges, sewer persons charges, and other charges against the promises when due and shall, upon written request furnish to Trustee or to Beneficiary duplicate receipts therefor. In prevent default beryunder Grantons shall pay in full under protest, in the manner provided by statute, any tax or assessment which Branton may desire to contest.
- 3. Ut antiors shall keep all buildings and improvements now or bereafter situated on and premises insured against loss or damage by fire (ightining) is windsform under policies providing for payments) 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 berely, all in companies activized by the Beneficiary under insurance policies payable, in case of loss in damage to Trustee (in the benefit of the Beneficiary, such rights to be existenced by the standard mortgage clause to be attached in each policy, and shall deliver a finding additional and renewal policies. In Beneficiary, and in case of insurance about to expire shall deliver zerowal policies into days prior to the respective dates of expiration.
- 4. In case of default therein. Trustee or Beneficials may, but need not, make any payment or perform any act herrinbefore required of Granista in any form and manner deemed expedient, and may, but need not make full separatial payments of principal or interest on principal or interest on principal or interest, or compromise or settle any last lien or other prior lien or title or claim thereof, or redeem from any tax hale as feeferture affecting said premises are contest any last as a see-ament. All moneys paid for any of the purposes better authorized and all expenses paid or incurrent continities in including a distance is feed, and any other miners advanted by Trustee or Beneficial; is protect the merigaged premises and the ten hereof, shall be so much additional indebtedness occurred hereby and shall become immediately due and payable without mittee and with interest thereon at the antive level extent attended in the case. Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them an account of any default hereunder on the part of Granises.
- fi. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to Lazer or assessments, may do so according to any bill, statement or estimate precured 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, (originally tax lies or risin thereof
- 8. Grantors shall pay each stem 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 unjust included incicitedness secured by this Trust Deed to the Trust Deed to the contrary, become due and payable in immediately in the case of default in making payment of any installations. In this accordance, on the when default shall serve and continue for these days in the performance of any inher agreement of the Grantors herein contained, or to immediately if all or part of the principal accordance in the Grantors herein contained, or to immediately if all or part of the principal accordance in the Grantors herein contained, or to immediately if all or part of the principal accordance in the Grantors herein contained, or to immediately if all or part of the principal accordance in the Grantors herein contained.
- immediately if all at part of the prints are not as transferred by the strength secured shall become the transferred by the strength secured shall become the transferred by the strength secured shall become the transferred by the strength secured shall be allowed and incluince as additional indebtedness in the decree for sale all expenditures and expenses which may be paid at incurred by no on behalf of Trustee or Beneficiary for allowed and incluince, as additional indebtedness in the decree for sale all expenditures and expenses which may be estimated as to items to be expended after outly of the feterer of procuring all such indicated stills. [19] a searches and expenses, as the feterer of the second strength such indicates and assume another with respect to title as Trustees and aspects and as in the feterer of the
- R. The proceeds of any forethnurs sale of the premers hall 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 terms as are monitored in the research principles and interest constitutes accured indebtedness additional to that evidenced by the Loan Agreement, with interest therein as herein one level, third, all principal and interest remaining unpaid on the note; fourth, any overplus 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 the try 4.2 and the court in which such hill is filed may appoint a recriver of said premises. Such appointment may be made either before or after safe without notice, without regard to the then value of the premises or whether the same shall be libro irrupted as a homestead or not and the Trustee hereunder may be appointed as such receiver shall have the power to collect the cents, issues and profits of said premises during the pendents of such foreclosures suit and, in case of a sale and a deficiency, during 'se full instances period of redemption, whether there he redemption or not, as well as during any further times when Grantons except for the intervention of such receiver; would be entitled to callect such 'entail it such and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, on the intervention of such receiver to the protection of the protection, possession, of the intervention of such receiver to uptify the net incurre in its stands in payment or other in part of 1). The indelinedness secured hereby or his any decreating less that Trust level is any tax, special assessment or other lies which may be or become superior in the lies hereof or of such decree, provided such application is made price to force lower as le. (2) the definiency in case of a safe and deficiency.
- 10. The Trustee or Beneficiary has the option to demand that the balance due on tie to no count double this trust double paid in full on the third anniversary of the loan and annually on each subsequent anniversary date. If the reption is exercised, Grantous shall be given no confidence 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 firm or of any provision hereof shall be subject to any cites or which sended not be good and available to the party interposing same in an action at law upon the note hereby account.
  - 12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times with locate their shall be permitted for that purpose
- 3. Trustee has no duty to examine the title, location, existence, or condition of the premises, not structure to obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of gro 4 ner figures or misconduct and Trustee may require indemnities assistacions to Trustee thefore exercising any power herein given
- 14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully part, other before or after maturity, the Trustee shall have full authority to release this trust deed, the hen thereof, by proper instrument
- 15. In case of the resignation, mability or refusal to act of Trustee, the Beneficiary shall have the authority to appear. Discressor in Trust. Any Successor in Trust hereunder shall have the identical little, powers and authority as are berein given Trustee.
- In This Trust Deed and all principlons hereof, shall extend to and he binding upon Grantors and all persons claiming up or or (upong Grantors, and the word "Grantors" when used herein shall include all usth persons and all persons table for the payment of the indebtedness or any part thereof, whether or not such persons that' 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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