

# TRUST DEED UNOFFICIAL COPY

89175831

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 18 19 89, between Charles E Nolan and Joyce D Nolan, His Wife, As Joint Tenants herein referred to as "Grantors", and

George O'Chene of One Imperial Plaza Carbondale, 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 Twenty Thousand Seven Hundred Ninety Eight and 79/100 Dollars (\$ 20,798.79), 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 5.81 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 11.50 %, which is the published rate as of the last business day of March, 19 89; therefore, the initial interest rate is 17.31 % 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 15.31 % per year, nor more than 23.31 % 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 May 1, 19 2004.

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 \$ 324.67, followed by 179 at \$ 324.67, followed by 0 at \$ .00, with the first installment beginning on June 1, 19 89 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Glen Dale Heights Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors in 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 **CURVEY** and **WARRANT** unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the Village of Orland Hills

COUNTY OF Cook AND STATE OF ILLINOIS, to-wit: Permanent Parcel Number: 27-27-201-105 AKA: 8901 W 167th Street Orland Hills, IL 60744 Lot 8 in Green Acres III, being a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of section 32 and part of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 36 North, Range 12, East of the third principal meridian, in Cook County, Illinois.

EQUITY TITLE COMPANY 60103577

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 uses and trusts herein set forth, free from all taxes 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.

Charles E Nolan (SPAL) Joyce D Nolan (SPAL)  
Charles E Nolan Joyce D Nolan  
(SPAL) (SPAL)

STATE OF ILLINOIS

County of Cook

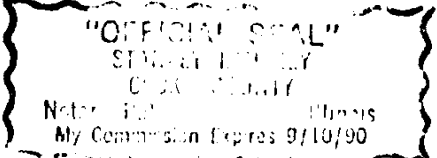
58

Stanley Luskay

A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles E Nolan and Joyce D Nolan, His Wife, As Joint Tenants

who are personally known to me to be the same person 8 whose name 8 are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 18th day of April, A D 19 89  
Stanley Luskay Notary Public



This instrument was prepared by

Angela Costante 2196 Bloomingdale Rd Glen Dale Heights, IL 60139

MAIL T

