

TRUST DEED

UNOFFICIAL COPY

THE ABOVE SPACE FOR RECORDERS USE ONLY 89331017

THIS INDENTURE, made July 18, 19 89, between Delores Simmons, a widow herein referred to as "Grantors", and

S.H. Lewis, A/P of 250 E. Carpenter Freeway Dallas, Texas, 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 Sixty thousand four hundred and ninety-nine and 99/100 Dollars (\$60,499.99) together with interest thereon at the rate of (check applicable box):

- Agreed Rate of Interest: 15.48 % 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.

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 August 1, 2004 19

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 \$ 1048.80, followed by 179 at \$ 866.70, followed by 0 at \$.00, with the first installment beginning on September 1, 19 89 and the remaining installments continuing on the same day of each month thereafter until fully paid.

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, 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 Chicago

Permanent Parcel Number: 25-06-207-060 AKA: 8844 S Winchester Chicago, IL 60620

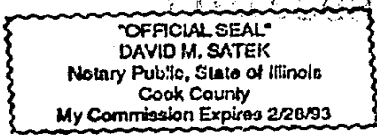
Lot 19 and 20 in Block 18 in Englewood Heights Resubdivision of Wrights Subdivision of the North 1/2 of that part of the East 1/2 of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, Lying East of the Pittsburg, Cincinnati and St. Louis Railroad, In Cook County, Illinois.

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 liens 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.

Delores Simmons (SEAL)
Delores Simmons (SEAL)

STATE OF ILLINOIS, I, David M. Satek, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Delores Simmons



who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 18 day of July 1989 David M. Satek Notary Public

This instrument was prepared by Dawn Swineford 2196 Bloomingdale Rd Glendale Heights, IL 60139 (Name) (Address)

BOX 156

RC 894062 tall

89331017

Handwritten initials/signature

89331017

DEPT-01 \$12.00
1#0000 TRAN 0623 07/20/89 10:17:00
#1515 # 0 * 89-331017
COOK COUNTY RECORDER

RECORDERS OFFICE BOX NUMBER

INSTRUCTIONS

RECEIVED
89331017
NAME
STREET
CITY

FOR RECORDING INDEX PURPOSES
INSERT STAMP ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1. Grantors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises...
2. Grantors shall pay the taxes, assessments, water charges, sewer charges, and other charges against the premises...
3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage...
4. In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantors...
5. The Trustee or Beneficiary shall make any payment authorized relating to taxes or assessments...
6. Grantors shall pay each item of indebtedness hereinafter mentioned...
7. When the indebtedness hereinafter mentioned shall become due whether by acceleration or otherwise...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
9. Upon, or at any time after the filing of a bill to foreclose the lien hereon...
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...
11. No action for the enforcement of the lien or of any provision hereof shall be brought in any defense which would not be good and available...
12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted...
13. Trustee has no duty to examine the title, location, existence, or condition of the premises...
14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid...
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...
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors...