TRUST DEED UNOFFICIAL TOOPY

89383857

THE ABOVE SPACE FOR RECORDERS USE ONLY

SS. a Notary Public in and for and residing in said County, in the State afterstand, DO HERBBY CERTIFY THAT	THIS INDENTURE, made	A	ugust 15	, 19 89 , betv	veen <u>Viotor</u> E. Br	we and Sandra Rove,	
Herein referred to as "Thustee", witnessell: HAT, WHEREAS the Grantors have promised to pay to Associates Fittance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount ofbenty five thoseard nine hardward and fifty nine ard 99/100/** By Agreed Rate of Interest: 14.99_ % per year on the unpaid principal balances. Agreed Rate of Interest: This is a variable interest rate that loan and the interest rate will increase or decrease with changes in the Bank Prince Loan rate. The viderest rate will be per year on the unpaid principal balances. Agreed Rate of Interest: This is a variable interest rate that loan and the interest rate will increase or decrease with changes in the Bank Prince Loan rate is which is the published in the February of decrease on the 15th day of the mensh the third loan payment is due, and every third month therefore, the initial linterest rate is % per year. The interest case will increase or decrease on the 15th day of the mensh the third loan payment is due, and every third month therefore, if the Bank Prince Loan rate is % per year. The interest case will increase of decrease on the 15th day of the mensh the third loan payment is due, and every third month therefore, if the Bank Prince Loan rate is % per year. The interest rate changes will be effective upon 20 days wetton motics. In the mouth, or any like menth preceding three-month period. Interest rate changes will be effective upon 20 days wetton motics. In the cream and the principal and the second payment of the feeting of the principal and principal and the choice. Beneficiary will choose a new index which the second payment is a per year. If the index is no longer mentalate, Beneficiary will choose a new index which the principal and the p	husband and Wife, as j	oint bena	obs.	herein referred to a	s "Grantors", and		
of the Loan Agreement hereinafter described, the principal amount ofbenty_five threateri nine harded and fifty_nineard 99/100**********************************				250 East Campenta	r Freeway	Dallas, Texas , Timbers,	
Dollars (\$ 25, 959, 99), together with interest thereon at the rate of (check applicable box): Agreed Rate of Interest: 14.99	THAT, WHEREAS the Grantors	have promi:	sed to pay to Associate	es Finance, Inc., her	ein referred to as "	Beneficiary", the legal holder	
The Granton promise to pay the said sum in the said Loan Agreement of even date horself in 1800 consecutive monthly installments: 1800 at \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	of the Loan Agreement hereinafte	er described	d, the principal amou	nt of twenty five	thousand nine h	undred and fifty nine	
trogether with interest thereon at the rate of (check applicable box): Agreed Rate of Interest: 14.99 % per year on the unpuid principal balances.	and 99/100********	****	*****	****	AAAAAA Dollar	s (\$ 25,959.99).	
Express Rate of Increast. This is a variable interest rate toll increase or decrease with changes in the Bank Prime Loan rate. The vinteres rate will be preventing points show the "Bank Prime Loan Reserve Board's Statistics" Release H.15. The initial Bank Prime Loan rate is	together with interest thereon at t	he rate of	(check applicable box) :		·	
Prime Loan rate. The wherest rate will be percentage points above the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistics Release H 15. The initial Bank Prime Loan rate is % which is the published rate as of the last business day of				=			
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 vill be paid by the original Last Payment Date of .08-21_04	Prime Loan rate. The interest rate Reserve Board's Statistics! Release business day of	e will be se H.15. The	percentage the initial Bank Prime the third loan payment is the month during wh has increased or decre till be effective upon 3 than	Epoints above the "E Loan rate is al interest rate is is due, and every thir ich the third paymer eased by at least 1/4 o 0 days written notice year. If the index is ary will give notice	Bank Prime Loan R	ate" published in the Federal published rate as of the last The interest rate will increase if the Bank Prime Loan rate rany like month preceding a from the rate for the previous ever, will the interest rate be le, Beneficiary will choose a	
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	Adjustments in the Agreed Rate	of Interest	sha's be given effect b	y changing the dolla			
delivered in 1800							
followed by 0 at \$.00 with the first installment beginning on							
remaining installments continuing on the same day of each month the raffer until fully paid. All of said payments being made payable at Clerndelle Heightes. Illinois, or at such place as the Beneficiary of wher holder may, from time to time, in writing appoint. 1007, Hillinois. Illinois, or at such place as the Beneficiary of wher holder may, from time to time, in writing appoint. 1007, Hillinois. In the processor of the said shipler is accessored in the same payable and the remaindent of the said shipler in the same payable of the terty at the significant of the Turnois and appearents before the same payable and the terty at the same payable, the bleep greens CONVIIV and WARRANT since the Turnois in successors and assigns, the following described Real Blaste and slid of their sales, the same payable of the truly at the same legacy, the bleep greens CONVIIV and WARRANT since the Turnois in successors and assigns, the following described Real Blaste and slid of their sales, the same payable of the truly at the same legacy. The same continuing of the Village of Chicago. 1000 COX. 100 COX					September 21.		
Description of Blocks 8, 9 and 10 in Newtrant and Hart's addition to Englawood Heights, heing a subdivision of Blocks 8, 9 and 10 in Newtrant and Hart's addition to Englawood Heights, heing a subdivision in the North 1/2 of Southeast 1/4 of section 31, township 38 North, range 14, East of the third Principal Meridian, IN Cook County, Illinois. which, with the property herelaster described, is returned to herein as the "premises" TOURTHER with improvements and finiters now stacked tagether with esterments, rights, privileges, interest, certs and profes. TO HAVE AND 10 HOLD the premises with the said Trates, the accessors and anages, forece, for the purposes, and upon the uses and trates herein set forts, free fines of the finested Exemption Laws of the State of Illinois, which had rights and herefits the Granove do hereby expressly release and water of the Honested Exemption Laws of the State of Illinois, which had rights and herefits the Granove do hereby expressly release and water of the Honested Exemption Laws of the State of Illinois, which had rights and herefits the Granove do hereby expressly release and water of the Honested Exemption Laws of the State of Illinois, which had rights and herefits the Granove do hereby expressly release and water of the Honested Exemption Laws of the State of Illinois, which had rights and herefits the Granove do hereby expressly release and water of the Honested Exemption Laws of the State of Illinois, which add 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 viritien. STATE OF ILLINOIS. STATE OF	at Glendale Heights Illinois, NOW THEREPORE, the Grantors to secure the per contained, by the Grantors to be performed, and also in its successors and assigns, the following described Rea	or at such ymem of the said consideration of t I Estate and all of	place as the Benefici obligation in accordance with the ser- the sum of One Dollar in hand paid, their ostate, little and interest there:	ary ocother holder ms, provision accilimitations of the receipt the colis hereby ack m, situate, lying wide ling in the	paid. All of said p may, from time to this Trust Deed, and the perform newledged, do by these present	time, in Writing appoint. mance of the covenants and agreements herein a CONVEY and WARRANT unto the Trustee.	
Lot 22 (except the North 8.5 Reet) and the North 17 Reet of lot 23 in block 9 in subdivision of Blocks 8, 9 and 10 in Navrenn and Hart's addition to Englawood Heights, haing a subdivision in the North 1/2 of Southeast 1/4 of section 31, township 38 North, range 14, East of the third Principal Meridian, IN Cook County, Illinois, which, with the property herelander described, is referred to herein as the "premises" TOGETHER with improvements and fixtures now stacked together with essentents, rights, privileges, interests, reats and profits TO HAVE AND TO HOLD the premises are the said Truster, its successors and assigns, brever, for the purposes, and upon the uses and timus herein set forth, free first propriate and benefits under and by virture of the Honestead Exemption Levi of the State of Illinois, which had rights and benefits the Grances do hereby repressions appearing on page 2 (the 1950/se side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their hoirs, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SHAL) STATE OF ILLINOIS. (SHAL) OFFICIAL SEAL* DAVID M. SATEK Notary Public, in and for and reading in and Crumy, in the State afformad, DO HEREBY CHATTEY THAT VICTOR E. Rowe and Sandra Rowe, Husbard and Wife, As joint terminals and continuous and purpose thermines and additivered the said interment, and and additivered the said interment, and any of the said purpose thermines and additivered the said interment, and any of the said purpose thermines for the said interment as the said purpose thermines and chroweledged that the said purpose thermines and additivered the said interment as the said purpose thermines and chroweledged that the said purpose thermines and continuous and purpose thermines and continuous and the said purpose thermines and delivered the said interment as the said of the said purpose thermines and continuous and the said purpose thermines and conti				A A: 8			
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STATE OF ILLINOIS. STATE OF ILLINOIS. SS. a Notary Public in and for and residing in said County, in the State afterward, DO HERBBY CERTIFY THAT VICTOR E. ROWE and Sandra Rowe, Husband and Wife, As joint TENANTS. OFFICIAL SEAL* DAVID M. SATEK Notary Public, State of Illinois Cook County My Commission Expires 2/28/93 Notary Public Instrument, appeared before me this day in person and acknowledged that the said day of Albayer Public (HVEN under my hand and Notarial Seal this14th	deed) are incorporated herein by re WITNESS the hand(s) and seal	ference and (s) of Gran	are a part hereof and	shall be binding on th			
STATE OF ILLINOIS. Devict M. Sattek SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HERBBY CHRITEY THAT VICTOR E. Rowe and Sandra Rowe, Husband and Wife, As joint Tenerits. Who allo personally known to me to be the same person g. whose name g. allo subscribed to the foregoing Instrument, appeared before me this day in person and schrowledged that they signed and delivered the said Notary Public, State of Illinois Cook County My Commission Expires 2/28/93 (SHAL) (SH		<u> </u>	(SHAL)	Sector Rove	ha for	(SEAL)	
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HERBBY CHRITIFY THAT VICTOR E. ROWE and Sandra Rowe, Husband and Wife, As joint Tenants. Who are personally known to me to be the same person so whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their five and woluntary act, for the uses and purpose therein set forth. COOK County My Commission Expires 2/28/93 Notary Public			(SEAL)			(SEAL)	
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Victor E. Rowe and Sandra Rowe, Husband and Wife, As joint tenants. **OFFICIAL SEAL** DAVID M. SATEK Notary Public, State of Illinois Cook County My Commission Expires 2/28/93 Victor E. Rowe and Sandra Rowe, Husband and Wife, As joint tenants. **Who	STATE OF ILLINOIS,	1	, Davi	d M. Satek			
DAVID M. SATEK Instrument, appeared before me this day in person and acknowledged that the uses and purpose therein fer forth. Cook County My Commission Expires 2/28/93 Instrument as the use and purpose therein fer forth. CHYEN under my hand and Notarral Scal this 14th day of 1200 15 1989	County ofCOOK	SS.	Victor	E. Rowe and Sandr			
DAVID M. SATEK Notary Public, State of Illinois Cook County My Corruntesion Expires 2/28/93 Instrument, appeared before me this day in person and schrowledged that	OFFICIAL SEAL"	}			se person 😞 whose name	S. ALE subscribed to the foregoing	
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Notary Public	Cook County	{			//	D 1989	
	MY 04/3/1907		,		David Mi	Sattesk Notary Public	

UNOFFICIAL CO

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or bereafter intithe premises which may become damaged or he destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics of other hers or claims for her role expressly suburdinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises appear to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee in to Beneficiary, of complete within a reasonable time any building on mow or at any time in process of erection upon said premises, of exempts with all requirements of lien or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by faw or municipal ordinance.
- 2 Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, agecial assessments, water charges, sever service charges, and other charges against the premises when and shall, upon written request, formship Trustee or to Benchmary duplicate receipts therefor Tuprevent default bereunder Grantors shall pay in full under protest, in the manner provided by statute, 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indeptedness 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 beteinhefore required of Cirantors in any form and 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 her or other prior ben or title or claim thereof, or redeem from any tax sale or forfeiture affecting said permises or contest any tax or promise or settle any tax has been or title or claim thereof, or seesament. All immore paid for any of the purposes better any tax being or underson to more as any tax or assessment. All immores paid for any of the purposes better authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other more as advanced by Trustee or Beneficiary to protect the mortgaged promises and the lien heriof, shall be so much additional indebtedness recurred hereby and shall become immediately due and payable without notice and with interest the annual percentage rate stated in the Loan Agreement this Trust Beed 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.
- The Trustee of Beneficiary bereby secured making any payment betely authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the nate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfesture, tax lien or title or claim thereof
- 6. Drantors shall pay each item of indebtedness berein 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, not withstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and populot (a) immediately in the case of default in making payment of any installment, in the Loan Agreement, or the when default allocar and continue for three days in the performance of any other agreement of the Grantors berein contained or (c) immediately if all or pairs of the product are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby accured shall become due whether by acceleration or otherwise. Beneficiary of Trustee shall have the right to foreclose the bin hereof, there shall be allowed and incluse, 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 fews. Trustee's fees, appraise, i.e., outlay for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decrees of procuring all such, but it ets of title little searches and examines policies. Torrens certificates, and similar data and assurances with respect to title as Trustees or Beneficiary may deem to be reasonably as easy properties at the such as a substance with respect to title as Trustees or Beneficiary may deem to be reasonably as easy properties. All expenditures and expresses of the attribute of title such continuous parameters and as a substance with respect to title as Trustees or Beneficiary may deem to be reasonably as easy properties. All expenditures and expresses of the attribute of the parameter of the continuous and parameters are as the annual percentage rate stated in the Long (greener that Trust beed secures, when paid or incurred by Trustee or Beneficiary in connection with as any proceeding, including probate and bank ruptey proceedings, to which tenter of them shall be a paid or any plant of a female, by teason of this trust deed or any indebtedness hereby secured on the processing which might affect the premises or the security hereof, whether or not actually commenced or (c) preparations for the defense of any threatened and in the premises or the security hereof, whether or not actually administed and numbed in the following order of mostly. First, on account of all costs and expenses an element of the tenters and shall be distributed and numbed in the following order of mostly. First, on account of all costs and expen
- 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 priceedings, including all such items as are mentioned in the priority principal and interest needs which under the terms hereof constitute secured indefinedness additional to that evidenced by the Loan Agreement, with interest thereon as herein proceed, third, all principal and interest remaining unpaid on the note, fourth, any overplus to the antonis, their beins, legal representatives or ugus, as their rights may appear
- 9. Upon, or at any time after the filing of a toll to functione this life distribution of the color of mode either before or after asie, without notice, without regard to the solvency or insolvency of similar and the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homesteed or not and the Trustee hereunder may be appeared as a homesteed or not and the Trustee hereunder may be appeared on the same shall be then occupied as a homesteed or not and the Trustee hereunder may be asie and a definency of such foreclosure suit and, in case of a sale and a definency of units of units of the premise of units of the premise of units of the intervention of such receiver, would be entitled to collect such time, it suces and profits, and all other powers which may be necessary or see usual in such cases for the protection, possession, control, management and operation of the premise during the shale of said print. Thus lived on a my tax, special assessment or other here which may be or become superior to the her hereof or of such decree, provided such application is made prior to foreclosure asie. (2) the deficiency in case of a sale ind deficiency.
- 10. The Trustee or Beneficiary has the option to demand that the balance due on the loan sourced by this trust deed be paid in fulf 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 which stakes of the election at loast 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 zero se 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 across thereto shall be permitted for that purpose
- 13. Trustee has no duty to examine the title, location, existence, or condition of the premises, not shift Trustee be obligated to record this trust dood 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 gre a nenligence 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 pail, either before or after maturity, the Trustic shall have full authority to release this must deed, the lien thereof, by proper instrument.
- 15. In case of the resignation, mability or refusal to act of Trustee, the Beneficiary shall have the authority to appoir C discressor 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, shalf extend to and be binding upon Grantors and all persons claiming unlet or brough 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.

Beneficiat	y as used herein s	hall mean and include any successors or assigns of Beneficiary.	O/T/
2225 00:62:21 00:21\$ D L I V E R R	じもり— ト	DEB ALMIDO MODO BEBS NUML TITIMA CLARAMITY COMPANY 450 East Lake Street Addison, Illinois 60101 (312) 834-7832	POR RECORDERS IND IX PURPOSES INSERT STREET AD AC AS OF ABOVE DESCRIBED PROPERT OF GRE

INSTRUCTIONS

OR RECORDER'S OFFICE BOX NUMBER BOX 156

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