

UNOFFICIAL COPY

TRUST DEED

90447676

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made September 11, 1990 between Oscar Bretana and Gladys Bretana, Husband and Wife, herein referred to as "Grantors", and J.W. Lofgren,

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 Thirteen thousand nine hundred seven dollars and eighty cents Dollars (\$ 13907.80) together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 12.75 % 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 Prime Loan rate. The interest rate will be 2.35 percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is 10.00 %, which is the published rate as of the last business day of August, 1990, therefore, the initial interest rate is 12.35 % per year. The interest rate will increase or decrease with changes in the Prime loan rate when the Prime loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Prime loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than 10.35 % per year nor more than 18.35 % per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest, shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of September 20, 1992. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

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 84 consecutive monthly installments: 1 at \$ 262.45, followed by 83 at \$ 248.11, followed by _____ at \$ _____, with the first installment beginning on October 20, 1990 and the

remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Oak Park 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, conditions and limitations 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 of which is hereby acknowledged by their parents, OSCAR and GLADYS under the Trustee in succession and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being, to-wit: the Village of Franklin Park COUNTY OF Cook AND STATE OF ILLINOIS, in wit LOT 37 AND 38 IN BLOCK 4 IN GAGES ADDITION TO FRANKLIN PARK, A SUBDIVISION IN SECTION 22 AND SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT PARCEL NO: 12-22-309-011 COMMONLY KNOWN AS 3323 Rose Franklin Park, Illinois

DEPT-01 RECORDING \$13.25
14444 TRAN 1525 09/13/90 13:37:00
#0117 + D * -90-447676
COOK COUNTY RECORDER

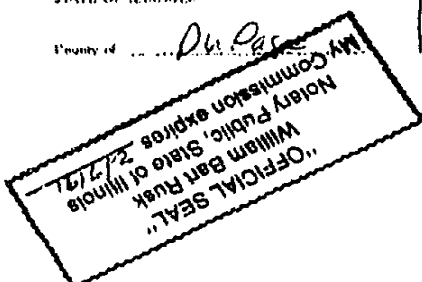
which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with improvements and fixtures may be attached together with easements, rights, privileges, interests, rents and profits TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, for their heirs, successors and assigns of the Hereinafter Recaption 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.

Oscar Bretana (SEAL) Gladys Bretana (SEAL)

-90-447676

STATE OF ILLINOIS County of Oak Park Notary Public in and for and residing in said County, in the State of Illinois, I, WILLIAM BART RUSK HEREBY CERTIFY THAT Oscar Bretana and Gladys Bretana, Husband and Wife who is personally known to me to be the same person they 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 official Seal this 11th day of September 1990



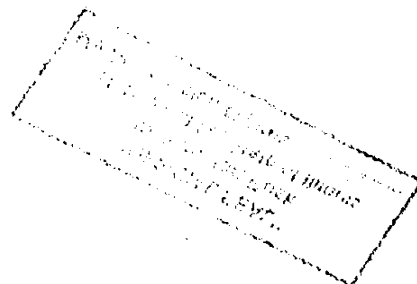
This instrument was prepared by C. Bell 6905 W. North Ave. Oak Park, IL 60302

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

- Grantors shall promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (1) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof, (2) pay within due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary, (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- 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 company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all or complete satisfaction 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 in the 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 date of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantors 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement. This Trust Deed secures the action of Trustee or Beneficiary shall never be considered as a waiver of any right accruing in them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without incurring into the necessity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Grantors shall pay each and every 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 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 payable immediately in the case of default in making payment of any installment of the Loan Agreement, or in the event of default in the performance of any other agreement of the Grantors herein contained, or in immediately if all or part of the premises sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Trustee or Beneficiary shall have the right to foreclose the lien hereof. In any suit to enforce the lien hereof, there shall be allowed and included 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 fees, Trustee's fees, appraiser's fees, or fees for documentary and court evidence, stenographer's charges, publication costs and costs (which may be estimated or stipulated) to be expended after entry of the decree of foreclosure all such other costs, title searches and examinations, guarantee policies, Tarpens certificates, and similar data and documents with respect to title as Trustee or Beneficiary may deem to be reasonably necessary to prosecute such suit or to enforce its claims in any suit which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement of this Trust Deed, when paid or incurred by Trustee or Beneficiary in connection with the foregoing, including profits and bank receipts, proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, or as one of this Trust Deed or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof or enforcement of such right, or for those who either or not actually commenced, or the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any exemption to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the mortgagor at the time of application for such receiver, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee or Beneficiary may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors consent for the intervention of such receiver would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or are usual in such cases for the protection, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income on his ends in payment in whole or in part of: (1) The indebtedness secured hereby; or by any decree foreclosing this Trust Deed, or by any special assignment or other lien which may be in become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.
- 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 loan date of the loan and annually on each subsequent anniversary date of the loan has a fixed interest rate. If the option is exercised, Grantors will be given written notice 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.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and acts as therein shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Upon presentation 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.
- 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.
- 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 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.



DELIVER

NAME The Associates
 STREET 6905 W. North Ave
 CITY Oak Park, Illinois 60302

FOR RECORDING INDEX PURPOSES
 INSERT STREET ADDRESS ABOVE
 DESIGNATED PROPERTY LINE

3323 Rose
 Franklin Park, Illinois

INSTRUCTIONS OR
 RECORDING OFFICE BOX NUMBER

S0447676

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