## TRUST DEED UNOFFICIAL COPY 490522045

	OLSP	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made	OCTOBER 24	, 19 90, between CLAUDIA SUE POLING, SPINSTER
		herein referred to as "Grantors", and VIC J. STEELE
OPERATIONS VICE PRES		of ONE IMPERIAL PLACE LOMBARD
		o Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder
of the Loan Agreement hereins	ter described, the princ	ipal amount of THIRTY THREE THOUSAND, ONE HUNDRED
NIME DOLLARS, AND	NINTY NINE CENT	Dollars (\$ 33,109.99 ).
together with interest thereon at		
NAAgreed Rate of Digrest	• •	on the unpaid principal balances.
Loan rate. The interest rate will Statistical Release. H 15. The OCTOBER 2.3 pp. 700 with changes in the Prime loa decreased by at least 1/4th of a cannot increase or decrease me	the 4.72 percentinitial Prime Loan tate, therefore, the initial intention of the Prime I percentage point from the Pair 2% in any year	ate loan and the interest rate will increase or decrease with changes in the Prime tage points above the Prime Loan Rate published in the Federal Reserve Board's (18) 10.0%, which is the published rate as of the last business day of interest rate is 15.2% per year. The interest rate will increase or decrease loan rate, as of the last business day of the preceding month, has increased or lie Prime loan rate on which the current interest rate is based. The interest rate is lies than 112.52% per trate will not change before the First Payment Date.
Adjustments in the Agreed Rat in the month following the ann Agreement will be paid by the	e of Interest shall be graversary date of the load last payment date of N	ven effect by changing the dollar amounts of the remaining monthly payments in and every 12 months thereafter so that the total amount due under said Loan IOVEMBER 1 , 185 2005. Associates waives the right to any interest rate st payment due date of the loan.
The Grantors promise to pay	the said sum in the saw	Loan Agreement of even date herewith, made payable to the Beneficiary, and
delivered in 180 consecut	ive monthly installment	s: 1 at \$ 566.41 , followed by 179 at \$ 534.85 ,
followed by at \$	, with the fi	rst installment beginning on <u>DECEMBER 1</u> , 19 90 and the
at COOK  SOM DIERTICAL the Grantors to secure the contained by the Grantors to be performed and also its secure and assigns the bollowing described COOK  UNIT NO. 1-4-15-R-D-† EASEMENT IN AND TO GA SURVEY OF PARCEL OF L SOUTHEAST QUARTER OF THE THIRD PRINCIPAL M PARCEL") WHICH SURVE	s, or at such place as 1 payment of the said obligation in account of the last of the fall of the restate into AND STATE OF TOGETHER WITH A RAGE UNIT NO. OF AND BEING PART OF SECTION 22, TOWN ERIDIAN (HEREINAY IS ATTACHED AS	PERPETUAL AND EXCLUSIVE  -4-15-R-D-1 AS DELLMEATED ON A THE STATE OF THE SHIP 41 NORTH, RANGE 10 LAST OF FTER REFERRED TO AS "DEVELOPMENT"  EXHIBIT A TO DECLARATION OF
CONDOMINIUM MADE BY C UNDER IN URUS TO AGREEMENT 108 IE 1311 R. with improvements and fixtures no	1 - Louis Paul Lange Touris	BANK IN CHICAGO, AS TRUSTEE  977 AND KNOWN AS TRUST NUMBER  this pair-legges inference, sends and profits
10) HAST ASTE (1) HEED the premises unto the of the Homestead Exemple in Laws of the State of U	ie said Frustee, its successive and assignment, which said rights and benefits it	pis, foreser, for the purposes, and upon the uses and flusts berein set forth, free from all rights and benefits under and in sub- the Grantines do hereby expressiv release and morse.
deed) are incorporated herein by WITNESS the hand(s) and se	reference and are a part eal(s) of Grantors the date.	s, conditions and provisions appearing on page 2 (the reverse side of this trust hereof and shall be binding on the Grantors, their heirs, successors and assigns, ay and year first above written.
Candia Sic	is bling	. DEPT-01 RECORDING \$13.2  SEAL
SIMIL OF BURSOIS	1	DANIEL VANDEN HEUVEL
Lound Come C.	55 a Notary Publ	CLAUDIA SUE POLING, SPINSTER
	and IS	servinally known to me to be the same person—whose name—whose name—whose the foregoing—SHE.
TOFFICIAL SI Daniel Vandenti NOTARY PUBLIC, STATE DI MY DIMINIONIEXP TO	euvel } distrument is	free and voluntary act, for the uses and pulpines therein set forth  tree and voluntary act, for the uses and pulpines therein set forth  er my hand and Novarial Seal this  29  day 10  00  500045
william	En construition was prepared	<u> </u>
GATTHON RES. 12 HT TO	DOREEN A	A. WASSELL 142 WEST HIGGINS ROAD HOFFMAN EST.
المفارقة المفارقة	•	60195

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

- 1. Granters shall to promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may testome damaged or be destroyed. A keep said premises in good condition and repair, without waste, and free from mechanics or other hens or claims for hen not expressly substituting to the hereof. 3 pay when during any indebedoes which may be served by a here or the premises appeared to the her hereof, and upon request exhibit is satisfactory evidence of the discharge of such pror hen to Trustee or to Beneficiary. 4 complete within a reasonable time any buildings now or at any time in process of erection upon said premises. 5 comply with all requirements of law or monicipal ordinations with respect to the premises and the use thereof. 6 make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special taxes
- 3. Grantors shall keep all buildings and improvements now in hereafter situated on said promises insured against loss or damage to 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 innelstedness secured hereby, all in companies satisfactors to the heriefic arts under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Benefit arts, such rights to be excitenced 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 to their tendary prior to the respective dates of expiration.
- 4. In case of default therein. Trustee or Beneficiary may, but need not make any payment or performants act be rembefore required of Grantons many forcested manner deemed repedient 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 and tax has been or settle and tax has
- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any full statement or estimate produce produce appropriate public office without inquiry into the accuracy of such full, statement or estimate or into the validity of any tax, assessment, sale, for enture, tax, it is not ritte or claim, thereof
- 6. Grantors shall pay each item 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 unput andebtedness secured by the Trust Beed shall, notwithstanding anything in the Lean Agreement or in this Trust Beed to the continue how and payable is a ministrate by in the case of default in making payment of any material to the boun Agreement, or do when default shall locur and continue for three days in this performance of any other agreement of the Grantors terein contained of a ministrate day in the Grantors terein contained of the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness here of secured shall become due whether by anceleration of otherwise. By inferious of Trustes shall have the right in forecome to be not received hands so the foreclass the content of trustes of the part of the right in forecome to be not received. By inferious steepers which may be part or incurred by or of technic of trustes of the secured shall have the right in forecome to be not received in the secured shall be not seen and a sum of the secured shall have the right in the secured shall be not seen and a sum of the secured shall be not seen as the centre of the decrees of procuring all in \$1.50, and so fittle into searches and continues guarantee policies. Forece certificates and small data and as states so it is because a trustee of the content of the state of Benefic arts may deem to be consistent with a propose and content of the state to proceed a state of the state of
- 8. The proceeds of any foreclosure sale of the premise—shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the fore-losure proceedings, including all such items as are maintained is no preceding paragraph hereof second all other items which under the terms to read-constitute second attention to the inest and interest controlled by the Losure Agreement, with interest thereon as herein provide. First, all principal and interest remaining support on the note fourth, any overplus to Grunters, their lieux, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this "rust deed, the court in which such bill is filed may appear a receiver of such premises. Such appearament may be mode either behavior after sale, without notice, without regard to the solvency or insolvency of Groups, as at the time of application for such receiver, and without regard to the their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appoint adars such receiver. Such receiver shall have the power to collect the retals of such given be accounted as a homestead or not and the deficiency during the rule as such receiver. Such receiver shall have the power to collect the retals of such given before a sale and a deficiency during the rule as such in collect the retals of such given before the relation of a sale and a deficiency during the rule and freedomington, whether there is received in a sale time described account of a such as a s
- 10. The Trustee or Beneficiary has the option to demand that the balance due on according this trust deed be paid in full on the third announces of the outer date. If the option is executed to this process writtee notice of the decelorar wast 90 deed to the following parameters the not made when due. Trustee or Beneficiary has the right to exercise any remedies partnered in this trust deed.
- 11. No action for the enforcement of the lien or of any provision hereof shall be subject to any delense which would not be good and available to the parts interpolating same in an action at law upon the note hereby secured.
  - 12. Truster or Beneficiary shall have the right to inspect the premises at all reasonable times and across thereto shall be permitted for that purpose
- 13. Frustee has no duly to examine the title, location, existence, or condition of the premises, nor call? rustee be obligated to record the trust deed or to exercise any power herein given duries expressly obligated by the terms betead, our be liable for any acts or crussions beteander. Except in case of given v plagence or nusconduct and Trustee may require indeminities 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 rand veitier before or after muturity, the Trusta shall have full authority to recease this trust 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 appoint a 5% coston. Trust. Any Successor in Trust bereuisder shall have the identifiate, powers and authority as are herein given Trustee.
- 16. This Trust Deed and all provisions hereof, shall extend to and be binning upon Grantons and all persons chaining codes or dirough Grantons, and the work. Grantons, where used hereo sha include all such persons and all persons hable for the payment of the indebtedness or any part thereof, whether or not such person, should have executed the Louis Agriculum for the Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

22502, RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 24383272 AS SET FORTH IN THE AMENDMENTS THERETO, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AND IN ACCORDANCE WITH AMENDED DECLARATIONS, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY. TRUSTEES ALSO HEREBY GRANTS TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND TRUSTEE RESERVED TO ITSELF; IT'S SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.