

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 30, 1992, between Kenneth J. Olsofska and Jacklyn D. Olsofska, his wife, herein referred to as "Grantors", and Via Steele, 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 FORTY THREE THOUSAND SIX HUNDRED FIFTY NINE AND 63/100 Dollars (\$ 43,659.63) together with interest thereon at the rate of (check applicable box):

[X] Agreed Rate of Interest: 12.25 % 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 percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is %, which is the published rate as of the last business day of 1992; therefore, the initial interest rate is % 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 % per year nor more than % 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 December 15, 1995. 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 120 consecutive monthly installments of \$ 363.83, followed by 179 at \$ 622.25, followed by 1 at \$ with the first installment beginning on January 15, 1992 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Chicago, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions 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 whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situated, lying and being in the City of Chicago, Cook County of AND STATE OF ILLINOIS, to wit:

Lot 1 in Bryant and Boswell's Third Subdivision of lot 23 and Part of lot 24 in block 1 in Bryant and Boswell's subdivision of the west 1/3 of the South 1/2 of lot 1 in School Trustee Subdivision and of Block 3 of Dymond Homesread Subdivision of the east 2/3 of the South 1/2 of lot 2 also part of abandoned railroad right of way and part of vacated alley adjoining said lot 14 all in the North West 1/4 of Section 18, township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures are attached together with easements, rights, privileges, interests, rents and profits TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, from all rights and benefits under and to either 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.

Signatures of Kenneth J. Olsofska and Jacklyn D. Olsofska with (SEAL) markings.

Notary Public section with signature of Anthony D. Mariana, State of Illinois, County of Cook, and date 30th November 1992.

Witness section with name Awilda Hernandez and address 3232 N. Central Ave. Includes a handwritten number 1325.

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

1. Grantee shall (1) promptly repair, restore or rebuild any buildings or improvements, law or otherwise on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without cost, and free from mortgages or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any taxes or charges which may be levied by a lien or claim on the premises superior to the lien hereof, and pay or cause to be paid satisfactory evidence of the discharge of such prior lien or claim, (4) comply within a reasonable time any building or building code or all any laws in respect of repairs, improvements, or other regulations of law or municipal ordinances with respect to the premises and the use thereof, (5) make no material alterations in and premises except as required by law or municipal ordinance.
2. Grantee shall pay before any primary encumbrance all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written demand, forward to Beneficiary duplicate receipts therefor. The present default hereunder Grantee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantee may desire to contest.
3. Grantee shall keep all buildings and improvements on or hereafter attached on said premises insured against loss or damage by fire, lightning or windstorm, under policies providing for payment by the insurance companies of amounts sufficient to pay in full the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, and 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 thereof, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or pay any taxes, charges, compromise or settle any tax lien or other lien or claim thereof, or release from any tax sale or forfeiture affecting said premises or extend any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or extend any tax lien 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 (the Trust Deed secures) Issuance of Trustee or Beneficiary shall never be construed as a waiver of any right accruing to them on account of any default hereunder in the part of Grantee.
5. The Trustee or Beneficiary hereby authorized making any payment hereby authorized relating to taxes or assessments, in any manner according to any bill, statement or estimate (received) from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Grantee 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 Grantee, all unpaid moneys secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the event of a default in making payment of any installment on the Loan Agreement, or (b) when default, shall occur and continue for ten days in the performance of any other agreement of the Grantee hereafter entered into, or (c) immediately if all or part of the premises are sold or transferred by the Grantor without Beneficiary's prior written consent.
7. When the indebtedness here secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose 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, appraisal or valuation, custody 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 decree of foreclosure all costs of suits, title searches and other costs, guarantee policies, Trustee certificates, and similar data and expenses with respect to the premises. All expenditures and expenses of the nature 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 (the Trust Deed secures), when paid or incurred by Trustee or Beneficiary in connection with any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, or as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or by proceedings for the confirmation of the proceeds of the security hereby, whether or not actually occasioned by or preparations for the release, if any threatened suit or proceeding which might affect the premises or the security hereby, whether or not actually occasioned.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to payment of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, to other items which under the terms hereof constitute secured indebtedness in addition 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 surplus to Grantee, their heirs, legal representatives or assigns, so their rights may appear.
9. Upon, or at any time, or 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 priority or invalidity of the claim of the trustee or without regard to the value of the premises or who there the same shall be then occupied as a homestead or not and the Trustee hereunder 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time, when Grantee, except 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 case for the protection, possession, control, management and operation of the premises during the whole or part of the Trust term from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such indebtedness, provided such application is made prior to foreclosure sale; (2) The deficiency in case of a sale and deficiency.
10. The Trustee or Beneficiary has the option, if deemed that the balance due on the premises secured by this trust deed be paid or full on the trust anniversary of the loan date of the loan and normally on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, Grantee will be given written notice of the maximum at least 30 days before payment 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 provisions hereof shall be subject to any defense 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 a copy thereof shall be prepared for that purpose.
13. 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 so duly obligated by the laws of the state, nor be liable for negligence or omission hereof, except in case of gross negligence 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 paid and either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien hereof, by proper instrument.
15. In case of the resignation, incapacity 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.
16. This Trust Deed and all provisions hereof, shall extend to and be binding upon all persons claiming through Grantee, and the word "Grantee" when used herein shall include all such persons claiming through the premises of the individual or any estate or decedent, whether or not such person is named herein, in the Loan Agreement or in this Trust Deed. The term Beneficiary is used herein to designate any successors or assigns of Beneficiary.

DELIVER TO
ASSOCIATES
FINANCIAL
NAME _____
STREET 3234 N CENTRAL
CITY CHICAGO, ILL 60634

FOR RETURNER IN THE PURPOSES
INSERT STREET ADDRESS OF ABOVE
DEPOSITED PROPERTY CLERK
3234 N. Central Ave.
Chicago, Illinois 60634

DELIVER TO

INSTRUCTIONS:

OR

RECORDERS OFFICE OUR NUMBER _____

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