

UNOFFICIAL COPY

90603578

TRUST DEED

THE ABOVE STATE AND RECORDS ARE TRUE

THIS INDENTURE, made DECEMBER 11, 1990 between Emanuel S. Eppim and

Julieth R. Eppim, husband and wife, as herein referred to as "Grantors", and joint tenants

S.H. LEWIS, AVP of 250 E CARPENTER FREeway IRVING TX 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 sum of seventeen thousand five hundred and nine and 99/100 Dollars (\$17509.99)

evidenced by one certain Loan Agreement of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum 45211.58 in 180 consecutive monthly installments: 1 at \$ 266.47 followed by 179 at \$ 251.09 followed by -0- at 0 with the first installment beginning on JANUARY 20 1991

and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at IRVING TX ~~XXXXX~~ or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Loan Agreement is \$ 17509.99. The Loan Agreement has a Last Payment

Date of DEC. 20 1990

IN WITNESS WHEREOF, the Grantors have caused the payment of the said debt, in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements therein contained, to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby present COPIES and the ORIGINAL OF THIS TRUST DEED, as hereunto and hereon, the following described Real Estate, and all of their estate, right, title and interest therein, situate, being and being in the City of CHICAGO COOK COUNTY, ILLINOIS.

UNIT NO. G-D, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE SOUTH 23 FEET OF LOT 15 AND ALL OF LOT 16 IN BLOCK 7 IN THOMAS J. GRADY'S SIXTH GREENBRIAR ADDITION TO NORTH EDgewater IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1962, AND KNOWN AS TRUST NO. 18499 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25473053, TOGETHER WITH AN UNDIVIDED 6.01% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY), IN COOK COUNTY, ILLINOIS.

9010807
WHEN RECORDED, RETURN TO: COOK COUNTY RECORDER, 317 E DuSable Ave, Lombard, Ill.

EMF 13-01-114-036-1003 90603578 RECORDING \$14.00
COMMONLY KNOWN AS: 2836 W. GRANDVILLE CHICAGO, ILLINOIS. TR222 TRAK 1204 12/14/90 12-07-90
#3349 # B # -90-608578
COOK COUNTY RECORDER

DAVID M. SATEK, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT EMANUEL S. EPPIM AND JULIETH R. EPRIM, HUSBAND AND WIFE, AS JOINT TENANTS, who are personally known to me to be the same persons as whose name and title subscribed to the foregoing instrument appeared before me this 11th day of DECEMBER 1990 and voluntarily act, for the acts and purposes therein set forth, GIVEN under my hand and Notarial Seal this 11th day of DECEMBER 1990

DAVID M. SATEK
Notary Public, State of Illinois
Cook County
My Commission Expires 12/31/91

90603578

DAWN SWINEFORD 2196 Bloomingdale RD GLENDALE HIGHTS, IL 60139

Box 156
14.00

UNOFFICIAL COPY

17200308

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 GIVE REVERSE SIDE OF THIS Trust Deed:

1. Grantor shall not knowingly erect, remove or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims (3) that not knowingly default in the loan hereon; (4) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the loan hereon, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (5) complete within a reasonable time any building or buildings now or at any time hereafter of construction or other purposes; (6) comply with all requirements of the or municipal ordinances with respect to the premises and the use thereof; (7) comply up municipal ordinances to said premises except as required by law or municipal ordinance.
2. Grantor shall pay before any party obtains all general taxes, and shall pay special taxes, special assessments, water charges, water service charges, and other charges against the premises as they accrue, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantor shall pay in full under protest, in the amount provided by statute law or assessment which Grantor may desire to contest.
3. Grantor 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 amounts sufficient either to pay the cost of replacing or repairing the same or to pay to full the indebtedness secured hereby, all in contingency 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 which covers 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 hereon, Trustee or Beneficiary may, but need not, make any payment or perform any act or forbearance required of Grantor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or lien or claim thereof, or reduce from any tax lien or liability affecting said premises as against any tax or assessment. All taxes paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other charges authorized by Trustee or Beneficiary to protect the mortgage and the loan hereon, shall be an encumbrance on the premises secured hereby, and shall become immediately due and payable without notice and with interest thereon at the standard prevailing rate applicable to the Loan Agreement this Trust Deed except that Beneficiary shall never be considered as a holder of any right accruing to them on account of any default hereunder on the part of Grantor.
5. The Trustee or Beneficiary, or his or her representative authorized in writing to execute or assignment, may do so according to any bill, statement or estimate procured from the appropriate public officer having jurisdiction of such tax, assessment or claims or into the validity of any tax, assessment, rate, liability, tax lien or lien or claim thereof.
6. Grantor shall pay each tax of the various kinds mentioned, both principal and interest, when due according to the terms hereon. At the option of Beneficiary, and without notice to Grantor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the event of default in making payment of any installment on the Loan Agreement, or (b) three days after the date of default shall occur and continue for three days in the performance of any other agreement of the Grantor herein contained or (c) immediately if all or part of the premises is sold or transferred by the Grantor without Beneficiary's prior written consent.
7. When the indebtedness hereby secured by this Trust Deed is due or becomes due by foreclosure or otherwise, Beneficiary or Trustee shall have the right to foreclose the loan hereon. In any suit to foreclose the loan hereon, there shall be allowed and included on the indebtedness to be foreclosed the full amount of all expenses and charges which may be paid or incurred by or on behalf of Trustee or Beneficiary for costs of this Trust Deed, including attorney's fees, and all other costs, charges, expenses, disbursements and costs which may be incurred or paid or incurred by Trustee or Beneficiary in the prosecution of this Trust Deed, including the costs of advertising, sale, and similar costs and expenses with respect to this or Trustee or Beneficiary may deem to be necessary necessary to prosecute a suit to foreclose or to enforce the terms of any sale which may be had pursuant to such clause of the deed or the value of the premises. All expenses and charges of the nature in this paragraph provided shall become an encumbrance on the premises secured hereby and payable, with interest thereon at the standard prevailing rate stated in the Loan Agreement this Trust Deed except, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including protest and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or intervenor, by reason of this Trust Deed or any indebtedness hereby secured, or (b) proceedings for the enforcement of any lien for the foreclosure hereon after arrival of such right to foreclose or to enforce the same, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced, or (d) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed as follows: First, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; then, if there is a surplus, all other items which under the terms hereon constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all such other and interest remaining unpaid on the note; fourth, any surplus to Grantor, then his or her legal representatives or assigns in their right or rights.
9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, or 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 seniority of Grantor or the filing 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 tenement 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 a deficiency, during the ordinary period of redemption, whether there be redemption or not, as well as during any further term of two years, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such cases for the protection of the premises, control, management and operation of the premises during the pendency of said suit. The Court from time to time may authorize the receiver to apply the net income in his hands to payments in whole or in part of: (1) the indebtedness secured hereby, or by any clause hereunder this Trust Deed or any tax, special assessment or other lien which may be or become superior to the loan hereon or of such debts, 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 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 monthly on each subsequent anniversary date. If the option is exercised, Grantor shall give written notice of such demand in at least 90 days before payment is full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies provided under this Trust Deed.
11. No action for the enforcement of the lien or of any provision hereon shall be subject to any defense which would not be good and available to the party accepting 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 access thereon shall be permitted 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 expressly obligated by the terms hereon, nor to hold for any suit or condition hereunder, except in case of gross negligence or fraud, and Trustee may require indemnification 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, either hereon or otherwise, the Trustee shall have full authority on behalf of the Trust Deed, the Loan Agreement, by proper instrument.
15. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority to the herein given Trustee.
16. This Trust Deed and all provisions hereon, shall extend to and be binding upon Grantor and all persons claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of 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 Successor or assigns of Beneficiary.

DELIVERY
90608578

NAME
STREET
CITY

INSTRUCTIONS

OR

FORM No. 4-58

RECORDER'S OFFICE USE NUMBER

FOR RECORDERS OFFICE PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

RECORDED

Handwritten notes and signatures at the bottom of the page.

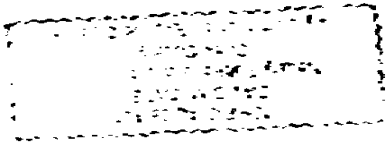
UNOFFICIAL COPY

14.00

FORM NO. 1-82

BANK SWINEFORD 2196 Bloomington RD GLENDALE HEIGHTS, IL 60139

30603578



DAVID M. SAIEK

EMANUEL S. EPRIM and JULIETH R. EPRIM, HUSBAND AND WIFE, AS JOINT TENANTS.

COOK

DAVID M. SAIEK

COOK COUNTY RECORDER

3360 # 2-9-90-608578

EMANUEL S. EPRIM JULIETH R. EPRIM \$14.00

EMANUEL S. EPRIM

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

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.

WHEN RECORDED, RETURN
Cook County Clerk's Office
317 E. DuSable Ave.
Lombard, Ill.

9010807
JANU 180
\$ 251
cred. in
evidence
and n/r

1 payment
direct debits
to Payment
to and from

joint tenants
S.M. LEWIS, AWP
250 E CARPENTER FREeway IRVING TX, 75039
herein referred to as "Trustee", witnesseth:
Julieth R. Eprim, husband and wife, herein referred to as "Grantors", and

TRUST DEED

THIS INDENTURE, made DECEMBER 11, 1990 between Emanuel S. Eprim and

30603578

3 0 0 0 5 7

1222

90609578

RECEIVED

NAME	
STREET	
CITY	

OR

ENDORSEMENTS AND RECORDS SECTION

NOV 10 1963

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR DISAPPROVALS BY THE BUREAU OF LAND MANAGEMENT

1. The Government of the United States of America, its heirs, successors, assigns and agents, hereby certify that the following is a true and correct copy of the original as shown to the Bureau of Land Management on November 10, 1963.

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20. The Government of the United States of America, its heirs, successors, assigns and agents, hereby certify that the following is a true and correct copy of the original as shown to the Bureau of Land Management on November 10, 1963.

DEED 10650

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

(THE REVERSE SIDE OF THIS TRUST DEED)