

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made OCTOBER 1ST, 1991, between EARL WILEY, A BACHELOR, herein referred to as "Grantors", and STEVE H. LEWIS, AWP of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth: THAT, WHEREAS the Grantors have promised to pay to Ford Consumer Finance Company, Inc., the legal holder of the Loan Agreement heretomatter described, the principal amount of THIRTY FOUR THOUSAND THREE HUNDRED AND NO/100**** Dollars (\$ 34,300.00), together with interest thereon at the rate of (check applicable box):

- Agreed Rate of Interest 13.49 % 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.

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 OCTOBER 1, 2000, lender 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 180 consecutive monthly installments 120 at \$ 445.08, followed by 0 at \$ 0.00, followed by 0 at \$ 0.00, with the first installment beginning on NOVEMBER 1, 1991 and the remaining installments continuing on the same day of each month thereafter until fully paid.

NOTE: THEREFORE the Grantors warrant the purchase 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 personal and not in satisfaction of the debt of Eric Dittler in hand paid, the receipt thereof is hereby acknowledged, and by their previous CONVEY and WARRANT with the Trustee, in execution and receipt, the following described Real Estate and all of their estate, sole and interest therein, amount, 1991 and being in the CITY OF MARKHAM COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 20 IN BLOCK 3 IN CANTERBURY GARDENS UNIT NUMBER 3, A RESUBDIVISION OF PART OF CANTERBURY GARDENS UNIT NUMBER 2, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 AND PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF AS RECORDED MARCH 21, 1957, AS DOCUMENT NO. 16855937, IN COOK COUNTY, ILLINOIS.

AKA: 16252 OXFORD EAST MARKHAM, IL.
PIN: 28-24-213-045

OFFICIAL SEAL
BRIAN JOHN CARRARA, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/25/94
COOK COUNTY RECORDER

TO HAVE AND TO HOLD the premises and the said Trustee, its successors and assigns, forever, for the purposes and specific uses and trusts herein set forth, their heirs, assigns and by virtue of the Montpelier European 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.

Earl Wiley (SEAL) EARL WILEY

91513412

OFFICIAL SEAL
BRIAN JOHN CARRARA, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/25/94

STATE OF ILLINOIS

County of COOK

THE UNDERSIGNED

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT EARL WILEY, A BACHELOR

who IS personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 1ST day of OCTOBER, A.D. 1991

Handwritten number 1329

This instrument was prepared by

JOHN P. BOSSO 415 NORTH LASALLE STE. 402 CHICAGO, IL 60610

UNOFFICIAL COPY

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 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when 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 or charge to Trustee or to Beneficiary, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay on full under protest, in the manner provided by statute, any 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 indebtedness secured hereby, all in compliance herewith 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 heretofore 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 mechanics' liens, mortgages, judgments or other liens or other prior liens or title or claim thereof, or reduce from any tax sale or forfeiture affecting said premises or correct any tax or promise or other lien or title or claim thereof or reduce from any tax sale or forfeiture affecting said premises or correct 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 as 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 and Trust Deed secured. Lienhold 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.
5. 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 officer 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 of 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 unpaid indebtedness 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 on the date of actual or constructive payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. When the indebtedness hereby 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 costs of 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, surveyor's fees, utility for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be returned as to costs to the extent of other entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and documents with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement and Trust Deed secured, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceedings, including public and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or intervenor, by reason of this Trust Deed or any indebtedness hereby secured, or (b) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
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 incidental 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 subordinate to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the said, fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
9. 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 validity or invalidity of Grantors' debt, as 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 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further terms when Grantors, 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 are usual in such cases for the premises, possession, 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 as he finds 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 decree, provided such application be made prior to foreclosure sale; (2) the deficiency in such sale and deficiency.
10. ~~THE FORECLOSURE SALE OF THE PREMISES SHALL BE SUBJECT TO ALL LIENS SUPERIOR TO THE LIEN HEREOF, AND THE PROCEEDS OF SUCH SALE SHALL BE DISTRIBUTED AND APPLIED IN THE FOLLOWING ORDER OF PRIORITY: FIRST, ON ACCOUNT OF ALL COSTS AND EXPENSES INCIDENTAL 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 SUBORDINATE TO THAT EVIDENCED BY THE LOAN AGREEMENT, WITH INTEREST THEREON AS HEREIN PROVIDED; THIRD, ALL PRINCIPAL AND INTEREST REMAINING UNPAID ON THE SAID, FOURTH, ANY SURPLUS TO GRANTORS, THEIR HEIRS, LEGAL REPRESENTATIVES OR ASSIGNS, AS THEIR RIGHTS MAY APPEAR.~~
11. 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 asserting same as 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 thereon shall be performed for that purpose.
13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obliged to read 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 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 before or at maturity, the Trustee shall have full authority to release this Trust Deed, the lien hereof, 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 as Trustee. Any Successor as Trustee 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 Grantors and all persons claiming under or through Grantors, or their heirs, "Grantors" which word 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.

DELIVERY

NAME
123
STREET

FORD CONSUMER FINANCE COMPANY
ONE MIDAMERICA PLAZA STE. 500
OAKBROOK TERRACE, IL. 60181

FOR RECORDING INDEX PURPOSES
INSURE STRAIT AND DEEDS ABOVE
DESCRIBED PROPERTY (HERE)

INSTRUCTIONS

OR.