TRUST DEED UNOFFICIAL COPY

91 528 898 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made	OCTOBER 8TH	. 19 91, between PAUL E. NORRINGTON, A
SINGLE PERSON		herein referred to as "Grantors", andSTEVE H. LEWIS,
A.V.P.		
herein referred to as "Trustee",	witnesseth: FORD CO	ONSUMER FINANCE COMPANY, INC. WEXNEST XXXXXXXXXX herein referred to as "Beneficiary", the legal holder
of the Loan Agreement hereinal	ter described, the principal	amount of FIFTY-TWO THOUSAND TWO HUNDRED SIXTY-
SEVEN AND 23/00together with interest thereon at		Dollars (\$ 52,267.23),
Agreed Rate of Interest:	15.50 % per year on th	e unpaid principal balances.
Agreed Rate of 'tte est: Thi Loan rate. The interest rate wil Board's Statistical Releas. H.15 day of	s is a variable interest rate lost be percentage 5. The initial Bank Prime Lo; therefore, the initial in the loan rate when the Bank Prime Rate Rate Rate Rate Rate Rate Rate Rat	an and the interest rate will increase or decrease with changes in the Prime points above the Bank Prime Loan Rate published in the Federal Reserve an rate is%, which is the published rate as of the last business iterest rate is% per year. The interest rate will increase or decrease rime loan rate, as of the last business day of the preceding month, has infrom the Bank Prime loan rate on which the current interest rate is based. In any year. In no event, however, will the interest rate ever be less than The interest rate will not change before the First Payment Date.
Adjustments in the Agreed Rat	e of interest shall be given e iversary cate of the loan and last payment date of OCTOF	ffect by changing the dollar amounts of the remaining monthly payments every 12 months thereafter so that the total amount due under said Loan BER 14TH . 2006. Associates waives the right to any interest rate
The Grantors promise to pay	the said sum in the said Loa	in Agreement of even date herewith, made payable to the Beneficiary, and
delivered in 180 consecut	ive monthly installments: 2,2	1 at \$ 816.99 , followed by 179 at \$ 749.48 ,
		stallment beginning on NOVEMBER 14TH , 1991 and the
		month thereafter until fully paid. All of said payments being made payable eneficiar or other holder may, from time to time, in writing appoint.
NOW, THEREFORE, the Grantors to secure the contained, by the Grantors to be performed, and also	payment of the said obligation in accordance volin consideration of the sum of One Dollar in (with the terms, proving and limitations of this Trust Deed, and the performance of the coverages and agreements bettern hand paid, the trusp sherred in hereby acknowledged, do by these presents CONVEY and WARRANT amounte Trustee.
its successors and assigns, the following described COUNTY OFCOOK	Real Estate and all of their estate, title and inte	rest therein, situals, by good being in the <u>CITY OF CHICAGO</u> UIS, to wit
	F SECTION 22, TOWNSH K COUNTY, ILLINOIS.	BLE LAND ASSOCIATION SECOND ADDITION TO CHICAGO HIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL DEST-01 DESTANCE 3
TAX#16-22-426-004	91528898	
which, with the property hereinafter described, is t		
TOGETHER with improvements and fixtures no 10 HAVE AND TO HOLD the premises unto the		villeges, interests retail and profits see, but the purposes, and upon the uses and trusts herein set furt. (10) install rights and benefits under and by surfue (sees do herety expressly release and waive).
		nditions and provisions appearing on page 2 (the reverse side of this trust
deed) are incorporated herein by WITNESS the hand(s) and si	reference and are a part here	of and shall be binding on the Grantors, their heirs, successors and assigns.
Yout so of-	isi	**************************************
PAUL E. NORRINGTON		T EDVISOR I A COS.
		NOTARY PUBLIC. STATE OF ILLINOIS My Commission Expires July 25, 1994
STATE OF ILLINOIS.		NDERSIGNED
County ofCOOK		I for and resolute to said County in the State abovesaid. DO HEREBY CERTIFY THAT II. E. NORRINGTON, A SINGLE PERSON
	Instrument, appeared the analysis of the analy	personally known to the to be the same person whose name IS subscribed to the laregoing refere the this day in jurion and a knowledged that HE signed and delivered the rand IS free and induntary set, but the deep and purposes therein set furth AD H 91. Notary Public
	This instrument was prepared by	132
•	JIM JANKOVEC	, 415 N. LASALLE, STE. 402, CHICAGO, IL 60610

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 and premises in good condition and repair, without waste, and free from mechanic's or other lieuwor claims for her not expressly subordinated to the lieuwhereof, (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit antifactory evidence of the discharge of such prior lieu to Trustee or to Beneficiary; (4) complete within a reasonable lime any 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.

Grantors shall pay before any pensity estuches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against d shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner payor assessment which Grantor may degree to contest.

3. Grantors shall keep all buildings and improvements naw or hereafter situated on and 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 indebtediress occured hereby, all in companies astasfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, for Trustee for the beneficiary, such rights to be evidenced by the elandard monetage clause to be stated to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about the spire, shall deliver renewal policies not less than ten days prior to the respective dates of

4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinhelow 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 encombinations, it any, and purchase, discharge, compromise or settle any tax here or other prior face or claim thereof, we redeem from any tax as also or foreign there of our redeems or contest any tax for many tax here or other prior before relaim thereof, or redeems from any tax asks or faisture 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 him 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 Luan Agreement this Trust Deed secures. Inaction 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.

The Trustee or Beneficiary hereby secured 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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax hen or title 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 unpaid indebtedness secured by th. Trust Deed shall, not withstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instal. Then, on the Loan Agreement, or the hend refull shall occur and continue for these days in the performance of any other agreement of the Grantors herein contained, or it immediately if all or part of the grant or the grantors without Beneficiary's prior written consent.

immediately if all or part of U.e.p.—toes are sold or transferred by the Grantors without Beneficiary's prior written consent

7. When the indebtedness here!, secured shall become does 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 incluing as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or moursed by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraise of c.s. outlay for documentary and rapert evidence, stenographers' charges, publication costs and costs (which may be estimated as to stems to be expended after entry of the decree of procuring all nuting and so the sale of the procuring all nuting and so the sale of the procuring all nuting and so the sale of the procuring all nuting and so the sale of the procuring all nuting and so the sale of the procuring all nuting and so the sale of the procuring and so the sale of the precision of the commencement of any sale of the precision of the commenced of the premises of the sale of t

8. The proceeds of any foreclosure sale of the premi committee distributed and applied in the following order of priority. First, on account of all costs and expenses includent to the foreclosure proceedings, including all such turns 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 overplus to Grantors, their heirs, legal representatives or savigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this tout deed, the court in which such bill is filed may appoint a receiver of each premises. Such appointment may be made eather before or after sale, without notice, 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 upon the 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 receiver shall have the power to collect the rents, issues and profits of said premises during any further times when Grantons, except for the intervention of such receiver, would be entitled to collect such rents insues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said perior. The Court from time to time may suthorize the receiver to apply the net income in his hands in payment in whole or in part of (11) The indebtedness secured hereby, or by any decree forer-losing this Trust D. ed. or my tax, operaid assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor of all Trustee be obligated to record this trust deed or to exercise any power herein given unless ressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of a more ligence or misconduct and Trustee may require indemnities satisfactory to Trustee before reising any power herein given.

14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully ps a, either before or after maturity, the Trustoe shall have full authority to release this trust deed, the lieu thereof, by proper instrument.

15. In case of the resignation, inability or refusal to act of Trustee, the Bereficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are berzin given Trustee.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or "from Grantors," when used benefin shall include all such persons and all persons liable for the payment of the indebtodness or any part thereof, whether or not such persons hall have executed the Loan Agreement or this Trust Doed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary. PA'S

FORD CONSUMER FINANCE CORP. ONE MIDAMERICA PLAZA, STE.500 STREET -OAK BROOK TERRACE, IL 60181 INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER .

FOR RECORDERS TO A PURPOSES INSERT STREET AD AE S OF ABOVE DESCRIBED PROPERT. HTRE
G.

607664 Rev. 2-91 (I.B.)