

# TRUST DEED UNOFFICIAL COPY

91536077

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made OCTOBER 11TH, 1991, between CHARLIE ADAMS, JR. AND

IRENE ADAMS, HIS WIFE, herein referred to as "Grantors", and STEVE H. LEWIS,

A.V.P., of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth. FORD CONSUMER FINANCE COMPANY, INC.

THAT, WHEREAS the Grantors have promised to pay to Karlester's Finance Inc. herein referred to as "Beneficiary", the legal holder  
(AIA) SIXTY EIGHT THOUSAND EIGHT HUNDRED

THREE AND 99/100----- Dollars (\$ 68,803.99 )

together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 14.09 % 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 Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release 115. The initial Bank Prime Loan rate is \_\_\_\_\_%, which is the published rate as of the last business day of \_\_\_\_\_, therefore, the initial interest rate is \_\_\_\_\_% per year. The interest rate will increase or decrease with changes in the Bank Prime Loan rate when the Bank 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 Bank 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 OCTOBER 17TH, 2006. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. (AIA)

The Grantors promise to pay the said sum in the Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: \$ 957.88, followed by 0 at \$ 0.00, followed by 0 at \$ 0.00, with the first instalment beginning on NOVEMBER 17TH, 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 TRIVIUS, TEXAS or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

IN WITNESS whereof, the Grantors have signed the payment of the said obligation in accordance with the terms, provisions and covenants of this Trust Deed, and the best of their knowledge and belief, and have delivered the same to the Trustee, and the Trustee has acknowledged the same received and accepted the foregoing described Real Estate and all of their estate, title and interest therein situated in the CITY OF DIXMOOR, ILLINOIS, in the County of COOK and State of ILLINOIS.

SEE APPENDIX \*\*\*\*\*A\*\*\*\*\*

AKA: 14215 S. WOOD ST., DIXMOOR, ILLINOIS 60426.

AKA: 14219 S. WOOD ST., DIXMOOR, ILLINOIS 60426.

TAX#: 29-06-424-013

TAX#: 29-06-424-014

DEPT-01 RECORDING  
#3333 TRAN 1852 10/15/91 11:03:00 \$14.29  
#8712 C \*-91-536077  
COOK COUNTY RECORDER

91536077

which will be property hereinafter described or referred to herein as the property.

This Trust Deed contains two pages. The original and copy of this Trust Deed shall be binding on the Grantors, their heirs, successors and assigns.

This Trust Deed is to be recorded in the office of the Register of Deeds of the County of Cook, Illinois, and shall be binding on the Grantors, their heirs, successors and assigns.

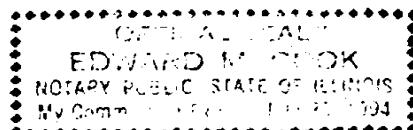
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

Charlie Adams Jr.  
CHARLIE ADAMS, JR.  
Irene Adams  
IRENE ADAMS

STATE OF ILLINOIS

COOK



THE UNDERSIGNED

CHARLIE ADAMS, JR. AND IRENE ADAMS, HIS WIFE

ARE personally known to me to be the persons whose names are subscribed thereto,  
and I am satisfied that they are the persons who executed the instrument as  
THEIR signatures and initials on the reverse side thereof, and I am further satisfied that they are the persons whose names are subscribed thereto,  
and I am satisfied that they are the persons who executed the instrument as  
their signatures and initials on the reverse side thereof.

OCTOBER 11TH, 1991

11/11/91  
Notary Public

The instrument was prepared by

ANDREW J. FURMAN 415 N. LASALLE, STE 411 CHICAGO, IL 60694-1431

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## 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 mechanic or other liens or claims for hire not expressly subordinated to the lien hereof. 3. Pay when due any indebtedness which may be incurred 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 liens to Trustee or to Beneficiary. 4. complete within a reasonable time any buildings or buildings new 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 in 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 or otherwise 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 one same or to pay in full the unpaid indebtedness secured thereby. All uncompensated indebtedness 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 thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act necessary required of Grantors in any item and in cause, learned expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, taxes and perhaps other charges, or in case of title or other proceedings or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or interest therein any tax or premium on title my tax held at other prior to or in title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or interest therein any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other monies advanced by Trustee or Beneficiary to protect the mortgaged premises and the loan amount, 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 this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right according to them in account of any default hereunder on the part of Grantors.

5. 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, rule, Statute, tax, lien 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 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 case of default in making payment of any sum due on the Loan Agreement or b) when default shall occur and continue for three (3) months after 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 hereunder 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 in behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, attorney's fees, charges, publicists, in costs and costs, which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts or titles, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to procure such suit or to establish title to my title or the value of the premises. All expenditures and expenses of the nature of those set forth in this paragraph 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 that Trust Deed secures when paid or incurred by Trustee or Beneficiary in connection with a suit proceeding, including a 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 b) preparations for the commencement of any suit for the foreclosure hereof after accrual of a right to foreclose whether or not actually commenced, or c) preparations 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 incident 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 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 assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, 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 solvency or insolvency of Grantor, at the time 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 sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times 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 protection, possession, control, management and operation of the premises during the whole of such period. The Court 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 decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. 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 interposing same in an action at law upon the note hereby secured.

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 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 enter 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 hereof, nor be liable for any acts or omissions hereunder, 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, either before or after maturity, the Trustee shall have full authority to release this trust deed, the lien thereof, 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 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 Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used 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.

MAIL TO  
CLERK'S OFFICE

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V  
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NAME      FORD CONSUMER FINANCE COMPANY  
STREET      ONE MIDAMERICA PLAZA, STE 500  
CITY      OAKBROOK TERRACE, IL 60181

FOR RECORDS IN OFFICE PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

# UNOFFICIAL COPY

## APPENDIX \*\*\*\*A\*\*\*

### PARCEL 1:

LOT 34 IN BLOCK 5 IN FOREST MAJOR, A SUBDIVISION OF THE SOUTH 40 ACRES OF THE EAST HALF OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 14215 S. WOOD ST., DIXMOOR, IL.

### PARCEL 2:

LOT 35 IN BLOCK 5 IN FOREST MAJOR, A SUBDIVISION OF THE SOUTH 40 ACRES OF THE EAST 1/2 OF THE SOUTH EAST FRACTIONAL QUARTER SOUTH OF INDIAN BOUNDARY LINE OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 14219 S. WOOD ST., DIXMOOR, IL.

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