## UNOFFICIAL COPY63

| TIS INDENTURE, made OC   | TCBER 14,  | 19 91 , bel   |  |  |  |
|--|--|---|--|--|--|
| VALEFIE PAST, HIS WIFE   | yaya arabi ka araban sa mi mara sa salahara  | herein referred to a  | s "Grantors," and  | STEVE H. D   | MIS.   |
| A.V.P.   | of _   | DALLAS, TEX   | AD L. L  | 4.   | , WXXXXX   |
| erein referred to as "Trustee," witnes   |  | m deservation fails.  |  |  |  |
| HAT, WHEREAS the Granters has gal holder of the Lonn Agreemen  | ve promised to pay to FUR  | D CONSUMER FINA   | FIFTY FICE   | rea to as "Dencir<br>II" TICUSAND  | ciary," inc  |
| FIVE BUILDRED LORTY OF   | AND 15/100*****  | D. D.   | ollars (\$ 58,54   |  | together   |
| ith interest thereon at the rate of:   | 1 <sub>4</sub> -9-   |   |  |  |  |
| HIS IS A VARIABLE INTERES  | T RATE LOAN AND TH   | E INTEREST RATE   | WILL INCREASE  | E OR DECREÁS   | SE WITH  |
| HANGES IN THE PRIME RATE.  | The Prime Rate ("Index") is  | the highest Prime Rate  | published in the "N  | loney Rates" seet  | ion of The   |
| fall Street Journal. The interest rate Margin" as stated below. The date of  | is subject to change semi-a  | nnually, and will be d<br>ill be subject to change  | eternuned by the su<br>c is the "Rate Chane  | un of the Prime R<br>w Date : The date   | on which   |
| e value of the Prime Rate is examin  | ed for purposes of determin  | ing the interest rate is  | the 'Rate Determin   | ation Date, and  | will be the  |
| st business day of the second month  | prior to any Rate Change Da  | ate.  |  |  | , å  |
| he Prime Rate as of the last busine  | ss day of SEPTEMBER  | , 19 91   | , is 8.00  | percent; your  | Margin is  |
| 4.25 percent; therefore, t   | he "current" interest rate is  | 12.25 perc  | ent per year.  |  |  |
| owever, until your axth payment du   | e datë, your interest rate is d  | iscounted and will be   | il.by pe   | ercent per year. 🙏   | Į.   |
| e <b>ginning wi</b> th the sixt cpay ment due  |  |   | reemage points (Ma   | rgh:) greater than   | the Prime  |
| ate as of the fast business (a) of the   | c second month prior to the  | menth in which the si   | th payment is due  | (Rate D. termioni  | ion Date).   |
| ereafter, the interest rate will mere  | ase on the twelith <mark>payment</mark>  | due date and every six  | i inanths therestor  | (Rate Counge Da  | test, if the   |
| ghest Prime Rate as of the appropr   | into Rate Determination Da   | te has increased or de-   | creased by at least t  | me-dimiter of a f  | screentage   |
| int from the Prime Rate for the pre-<br>e hast twelve months, the interest   | dous six-month period. Intel   | rest rate changes will b<br>han three two and when  | ic criccity cupon 25<br>ve the "correct!" for  | and the manuscript of the  | cted rate  |
| ereafter, the interest rate cannot inc   | rease more then three perce  | nt in any twelve ment   | h period. In no even   | d, however, will t   | he interest  |
| te ever be less than 8.00  | percent per y ar, nor me   | As that Total   | — beacent far yes  | ir. If the Index is  | no longer  |
| eilable, Lender will choose a new i  |  |   |  |  |  |
| serves the right to waive part or all  |  |   | nerease. I agree to p  | my interest after r  | naturity at  |
| e agreed rate of interest that is in eff   |  | · ·   |  |  |  |
| The Course dans training from the second of the second   | aid com in the sold Load Av  |   |  |  | white and  |
| The Grantors promise to pay the s  |  | promoning even date   | inclearing timese late.  | anse in the riches   | renty, and   |
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- 4. Therefore their (1) prescripty repair, restore or vehicle any hatbilities or improvements more ar harvester on the principles within the fire hereof, and desired the prescripts in good condition and repair, without water, and free from merchante's or other lives or claims for lives not expected without the fire hereof, and open required exhibit another existence or the fire of charge on the premises supervise to the fires hereof, and open required exhibit another existence or do not shape of the doubtage of the doubtage of the firest fi
- Creations that pay before any penalty attaches all general inten, and shall pay special inten, special intentions, water charges, seven meetar charges, and other frequency from the Country of the Country
- 3. Counters shall keep all buildings and improvements now or bereafter almosted on mid premium has or damage by fire, igniving or whatenes make policies planting the physical by the insurance companies of moneys sufficient either to pay the cord of replacing or repairing the mains or to pay to be fill be included increased berefor at more contributions, which is made to the fill be included in writing to the water of the pay of the contribution of the fill between the pays of the contribution of
- 4. In case of default therein, Trustee or Heneficiary unry, but need not inside any payment or perform may not hereinfolder required of Chamiters in the facts and notation in the second of the se
- 5. The Trustee or Beneficiary hereby secured making may payment hereby authorized relating to taxes or assessments, may do no according to any bill, statement or estimate or into the validity of any tax, assessment, mile forfeitner, tax from or taken detected
- 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 Howeliviany, and without satisfies a impact indebtedness secured by this Trust Deed shall, notwithstanding anything in the Louw Agreement or in this Trust Deed to the constants become due and purable in immediately in the case of default in making payment of any installment on the Louw Agreement, or (b) when default shall occur and continue for three days in the performance of any other magnitude of (c) immediately if all or part of the premises are sold or transferred by the Circuity Septiment of the Circuity of the performance of the
- 7. When the index, due as hereby secured shall become due whether by acceleration or otherwise, Deneficiary or Trustee shall have the right to foured by the horse in the fine hereof it is a shall be allowed and included as additional includences in the decree for use all expenditures and expenses which may be paid or increased by an includence as includences are strong appropriate the part of the decree for the first person of the decree of procuring all such abstracts of title title warches and expanisations, guarantee policies. Lorsess evaluations and the strong and the procuring all such abstracts of title title warches and expanisations, guarantee policies. Lorsess evaluations are strong and the procuring all such abstracts of title title warches and expanisations, guarantee policies. Lorsess evaluations are strong and the procuring all such abstracts of title title warches and expanisations, guarantee policies. Lorsess evaluations are strong and the procuring all such abstracts of title title warches and expanses on the policy and the procuring and the procuring all such abstracts on the part of the procuring and the procuring and expanses of the nature in the paragraph mentioned shall become us much additional authorities and expanses of the nature in the paragraph mentioned shall become us much additional authorities of the procuring and expanses of the nature in the paragraph mentioned shall become us much additional authorities of the process of the process of the paragraph mentioned shall become us much additional authorities and the process of the process of the paragraph mentioned shall become us much additional authorities.
- 8. The proceeds of any toreclosure salt of an pressure shall be distributed and applied in the following order of priority. First, on account of all cours and expresse hardward to the forecome proceedings, including all such item; as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indictables and dillional to that evidenced by the I out Agreem, at, with interest thereon as herein provided third, all principal and interest remaining unpaid on the note fourth, any overplanks (atmosps, then heirs, legal representatives or assigns, as their rights may proved.)
- 9. Upon, or at any time after the filling of a bill to far chief this translative of the treat deed, the court in which such bill is filled many appoints a receiver of said perturbat. Since appearance without regard to the soft-ency or insubsence of Grantors at the time of application for such receiver and without regard to the feture alone of the premisers or whether the same shall be then occupied as a homestead or not are the frustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the renta, intense and profits of said premises chirting the pendency of such foreclosures of a sade and of fick hency, during the full stantistory period of redemptions, whether there be redemptions or not a well as during any further times when Grantors, except for the Lieuvention of such archiver, would be entitled to collect such cents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control and agreement are in operation of the protection in his hands in powers in whole or in purple the net income in his hands in powered in whole or its part of (1). The indetections secured hereby, or by any decree foreclosing this Triest Deed, or may tax, special assessment or other lien which may be or become superior to the lien here. The deficiency provided such application is made prior to foreclosure safe (2) the deficiency in case of a safe and deficiency.
- 10. No action for the enforcement of the iten or of any provision hereof shall be subject to any defense which would not be good and available to the party interporting same in an anima at him upon the note hereby secured
  - 11. Trustee or Heneficiary shall have the right to inspect the premises at all reasonable there as a access thereto shall be primited for that parties
- 12. Trustee has no duty to examine the title, horation, existence, nor condition of the promet in a shell Trustee be obligated to record this trust decil or to exercise may power hearth ghost unless expressly obligated by the terms hereof, nor be liable for any acts or omissions herei sider, except in case of gross negligence or misconduct and Trustee may require indemnates satisfactory to Trustee before exercising any power herein given
- 13. Upon presentation of authorizing evidence that all indebtedness secured by this Trust Doed at or ... bify paid, either before or after maintify, the Trustee thall have full undead this trust deed, the lien thereof, by proper instrument
- 4. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority as a point a Successor in Trust. Any Successor in Trust. Engagement of the Successor in Trust. Trust. Any Successor in Trust. Successo
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons chaining "over viderings Grantors, and the word "Figurings" when used for the payment of the indebtedness or any part thereof, whether or n A such persons shall have executed the Lama Agreement or this lives.

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| Ď  | NAME   | FORD CONSUMER FINANCE COMPANY                                |  |
| Ĭ  | STRPPT   | ONE MIDAMERICA PLAZA STE. 500<br>OAKBROOK TERRACE, IL. 60181 |  |
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