

UNOFFICIAL COPY

THIS INDENTURE, made

OCTOBER 15TH

, 19⁹¹, between SALLIE ELIZABETH

JENKINS, A WIDOW

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 ~~MY YOUNG CHILDREN XXX~~, herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of TWENTY EIGHT THOUSAND ONE HUNDRED TWENTYSIX HUNDRED Dollars (\$28,126.00).

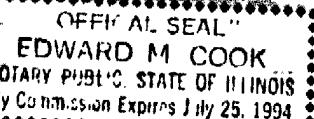
together with interest thereon at the rate of (check applicable box):

 Agreed Rate of Interest: 13.49 % per year on the unpaid principal balances. At fixed 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 Bulletin. The initial Bank Prime Loan rate is _____ %, which is the published rate as of the last business day of SEPTEMBER 19, the tenure, 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 21ST, 19⁹⁴. ~~EXCEPT~~ waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. LENDERThe Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 36 consecutive monthly installments: 15 at \$ 364.97, followed by 1 at \$ 26340.70, followed by 1 at \$ 0.00, with the first installment beginning on NOVEMBER 21ST, 19⁹¹ and theremaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at MAILED, TEXAS or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

BE IT THEREFORE DECLARED that the parties of the first part do hereby acknowledge with the intent, provision, and intention of the Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to the Beneficiary, and others in whom the title to the Trust Deed may in the future be held, that the title to the Trust Deed is held upon the following conditions CONVEY and WARRANT unto the Beneficiary.

In consideration of the foregoing, the following describes Real Estate and all of their estate, title and interest therein, situated, lying and being in the CITY OF CHICAGO, COUNTY OF Cook, AND STATE OF ILLINOIS, as of LOT 6 IN BLOCK 2 IN RFSUBDIVISION OF LOTS 1,2,3, 4 AND 5 AND THE VACATED ALLEYS IN LANSINGHURS SECOND ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 2,3,4,17, 18 AND 19 (EXCEPT THE WEST 146.17 FEET OF LOTS 4 AND 17 APPRISED) IN KEEBLER SUBDIVISION OF PART OF THE SOUTH WEST PRINCIPLE MERIDIAN IN COOK COUNTY, ILLINOIS.A.K.A. 1620 S. MILIARD AVE., CHICAGO, IL.
TAX# 16-23-306-U.DEPT-11 RECORDING \$13.50
T#2222 TRAN 9989 10/18/91 16:04:00
\$4871 # P. # - 91-541164
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER WITH IMPROVEMENTS AND FIXTURES HEREBY ATTACHED TOGETHER WITH EASEMENTS, RIGHTS, PRECIPICES, MINERALS, RENTS AND PROFITS.
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS DEED, AS A TRUST DEED, AND BY VIRTUETHIS 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.
WITNESSED the hand(s) and seal(s) of Grantors the day and year first above written.Sallie Elizabeth Jenkins
SALLIE ELIZABETH JENKINS

THE UNDERSIGNED,

I, Sallie Elizabeth Jenkins, do hereby certify that
SALLIE ELIZABETH JENKINS, A WIDOW

I, Sallie Elizabeth Jenkins, personally know and believe to be the same person, whose name is Sallie Elizabeth Jenkins, subscriber to the foregoing instrument, executed this day in person and acknowledged that the instrument, dated October 15, 1991, was signed and delivered to me in the presence of Steve H. Lewis, my attorney at law, on October 15, 1991.

Last witness was present to
1620 S. L. Lewis

415 N. LASALLE ST. 402 CHICAGO IL

1350

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1. Renters shall: (1) promptly repair, restore or rebuild any buildings or improvements on the premises which may be damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from merchandise other than those items which are properly subdivided in the leasehold; (3) pay when demanded, rent which has been due; (4) pay or charge on the premises superior to the legal amount, and upon request exhibit satisfactory evidence of the fact; (5) allow to the lessor to inspect the premises at reasonable times; (6) building or buildings now or at any time in process of being built or repaired; (7) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (8) indemnify the lessor against all damages arising or caused by his or her conduct or absence.

2. Grandson shall pay before any penalty attaches all general taxes, and shall pay special taxes due, water charges, water service charges, and other charges against the premises which are due, and shall upon written request furnish to Trustee or to Beneficiary the water receipts therefor. To prevent default, hereunder Grandson shall pay in full all underpayment in the manner provided by statute, any law, or regulation, which Grandson may desire to quote.

3. Renters shall keep all buildings and improvements on or hereafter constructed on and premises insured against loss or damage by fire, lightning or windstorms, at fair price, providing for payment by the insurance company of money sufficient to pay the full amount of the same, except as will be the individual's excess under the insurance policies payable in case of fire or damage to the building, such rights to be evidenced by the standard "page clause" or otherwise, but subject to deductibles, and shall deliver all policies, including ad interim and renewal policies, to the lessor or his agent, one of insurance agent to whom he shall deliver renewal policies, it being understood that tenancy exists in the respect, or during

5. The Trustee or Beneficiaries in the event making any payment therefrom authorized relating to taxes or assessments, may do so according to any bill, statement or estimate proffered from the appropriate public office without inquiry into the basis as to such bill, statement or estimate the validity of any tax, assessment, fee, charge, tax bill or title or claim thereof.

6. Grantor shall pay each item of its expenses incurred in defending, both pre- and post-judgment, when due in full to the terms hereof. At the option of Beneficiary, and w/o the right of Grantor, unpaid indebtedness secured in this Trust by the Grantor under the Agreement or in this Trust Document, shall be due and payable immediately in the case of default in making payment of any principal or interest due or otherwise becoming due or in the performance of any other agreement of the Grantor, either in part or, immediately at all such cost of collection as may be reasonable to the Grantor and to Beneficiary's place of business.

4. The proceeds of any assignment(s) 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 foreclosed proceedings, including all such items as attorney's fees, court costs, and other expenses of the kind, incurred by the trustee hereunder, whether or not the same are reasonable to that end; second, on account of all taxes, assessments, and other charges which may be levied against the property, and which have accrued prior to the date of sale, and which are payable by the Borrower, with interest thereon at the rate provided, third, on principal and interest remaining due and owing on the note, fourth, any overplus so obtained, to be used as legal representative(s) in action, as their rights may appear.

9. Upon, or at any time after the filing of a bill in foreclosure that trustee filed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made of the trustee after sale, without notice, without regard to the solvency or insolvency of Grantee at the time of application for such receiver and without regard to the then value of the premises or whether there are or have been occupied or unoccupied, or if the trustee is unable to make an appointment of such receiver, then he has the power to rectify the rights of the parties and, if necessary, to sell premises in dependence of such foreclosure suit and, in case of such sale, during the full statutory period of redemption, whether he has the right to redemption or not, as well as during any other times when Grantee except for the intervention of such receiver would be entitled to the same, and all other powers which may be necessary or convenient in the opinion of the court, to control, manage and operate the premises during the whole of the pendency of the suit. The court in whose suit may also direct the receiver to apply the net income of the premises to the payment of the whole amount of (1) The indebtedness secured thereby, or by any decree foreclosing the title thereto, and any special assessment or other levy which may be or become superior to the indebtedness of such decree, provided that the receiver is made liable for the payment of such amounts, and (2) the deficiency in case of a sale at less than the original amount.

such application is made prior to December 31st, the defendant will be liable for a sum of \$100.00.

12. Expenses or Disbursements shall have the right to inspect the retention at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, i.e., the existence & condition of the premises, nor will he be obligated to record this trust deed or to exercise any power herein given and expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of negligence or misconduct and trustee may require indemnities satisfactory to trustee before exercising any power herein given.

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

Behavioral and latent traits from a person's environment

NAME FORD CREDIT FINANCE COMPANY
STREET ONE MISAMERICA PLAZA STE. 500
CITY OAKBROOK TERRACE, IL 60181

INSTRUCTIONS

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