

91-0001

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made OCTOBER 22ND, 19 91, between DEBRA L. SEALS AND YULELANDER SEALS, HER HUSBAND, herein referred to as "Grantors," and STEVE H. FURMAN, Attorney, of DALLAS, TEXAS, herein referred to as "Trustee," witnesseth

THAT, WHEREAS the Grantors have promised to pay to FORD CONSUMER FINANCE, herein referred to as "Beneficiary," the legal holder of the Loan Agreement hereinafter described, the principal amount of SEVENTY THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$ 70,850.00 ), together with interest thereon at the rate of

THIS IS A VARIABLE INTEREST RATE LOAN AND THE INTEREST RATE WILL INCREASE OR DECREASE WITH CHANGES IN THE PRIME RATE. The Prime Rate ("Index") is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal. The interest rate is subject to change semi annually, and will be determined by the sum of the Prime Rate plus a "Margin" as stated below. The date on which your interest rate will be subject to change is the "Rate Change Date." The date on which the value of the Prime Rate is examined for purposes of determining the interest rate is the "Rate Determination Date," and will be the last business day of the second month prior to any Rate Change Date.

The Prime Rate as of the last business day of SEPTEMBER, 19 91, is 6.00 percent; your Margin is 5.95 percent, therefore, the "current" interest rate is 11.95 percent per year. However, until your sixth payment due date, your interest rate is discounted and will be 10.99 percent per year.

Beginning with the sixth payment due date, the interest rate will be 3.95 percentage points (Margin) greater than the Prime Rate as of the last business day of the second month prior to the month in which the sixth payment is due (Rate Determination Date). Thereafter, the interest rate will increase on the twelfth payment due date and every six months thereafter (Rate Change Dates), if the highest Prime Rate as of the appropriate Rate Determination Date has increased or decreased by at least one quarter of a percentage point from the Prime Rate for the previous six month period. Interest rate changes will be effective upon 25 days written notice. During the first twelve months, the interest rate cannot increase more than three percent above the "current" (non discounted) interest rate. Thereafter, the interest rate cannot increase more than three percent in any twelve-month period. In no event, however, will the interest rate ever be less than 10.00 percent per year, or more than 16.00 percent per year. If the Index is no longer available, Lender will choose a new index which is based upon comparable information. Lender will give notice of this choice. Lender reserves the right to waive part or all of any adjustment resulting from an interest rate increase. I agree to pay interest after maturity at the agreed rate of interest that is in effect as of the maturity date, until paid in full.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered to the Beneficiary in monthly installments: SIX (\$ 6,000.00 ) followed by 174 at \$ 642.00, followed by 1 at \$ 642.00, with the first installment beginning on DECEMBER 30, 19 91, and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at the office of the Beneficiary or other holder may, from time to time, in writing appoint.

Now, Therefore, in witness whereof, the Grantors, at the place of the said delimitation in accordance with the terms, provisions and conditions of this Trust Deed and the performance of the covenants and promises hereinafter contained to be performed and after in consideration of the sum of one Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents hereby and irrevocably warrant unto the Trustee, his successors and assigns, the following described Real Estate and all of its rents, title and interest thereon, situate, being and being

CC 44 710

THE SOUTHWEST CORNER OF LOT 31 IN BLOCK 15 IN JAMES STEINSON'S SUBDIVISION OF EAST GRAND CRESTING IN THE CITY OF BOWLING GREEN, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

ACR: 2041 S. CHESTER CHICAGO, IL 60649.

ALL OF THE PROPERTY HEREBY DESCRIBED IS REFERRED TO HEREIN AS THE "PROPERTY"

THE GRANTORS HAVE HEREBY AGREED TO SELL TO THE TRUSTEE, IN SUCCESSORS AND ASSIGNS, ALL OF THE PROPERTY AND UPON THE SALE AND TRANSFER HEREOF TO THE TRUSTEE, ALL RIGHTS AND BENEFITS UNDER THE DEED OF TRUST, IN ACCORDANCE WITH THE TERMS AND CONDITIONS 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 are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hands and seals of Grantors the day and year first above written.

DEBRA L. SEALS (SEAL) YULELANDER SEALS (SEAL) STEVE H. FURMAN (SEAL)

THE UNDERSIGNED, Notary Public in and for the State of Illinois, do hereby certify that DEBRA L. SEALS AND YULELANDER SEALS, HER HUSBAND, who ARE personally known to me to be the same persons whose name ARE subscribed to the foregoing instrument appears before me this day in person and he/she/they do hereby acknowledge the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22ND day of OCTOBER, A.D. 19 91.

This instrument was prepared by ANDREW J. FURMAN 415 N. LASALLE, STE 402 CHICAGO, IL 60610 (Name) (Address)

13 30

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

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 encumbrances 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 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 in full under protest, in the manner provided by statute, any tax or assessment which Grantors 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 windsstorms under policies providing for payment by the insurance companies of sums as sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in complete satisfaction 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 hereinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial satisfaction of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or refer it or any tax lien or forfeiture affecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax lien or forfeiture 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 lien 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 Loan Agreement this Trust Deed secures fraction of Trustee or Beneficiary shall not 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 secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received 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 lien or title or claim thereof.
6. Grantors shall pay each term the principal or interest hereon 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, and (b) upon payment of any installment on the Loan Agreement, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, and (d) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 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 that effect. The lien hereof, there shall be a lien and included as additional indebtedness in the conveyance for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary, for attorney's fees, appraiser's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after maturity of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Towns certificates, and similar data and documents with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature in the 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 this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) any 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.
7. 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 liens which under the terms hereof constitute secured indebtedness additional to that secured by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, then to the legal representatives or assigns, as their rights may appear.
8. Soon as or 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 or demand to the obligor or obligors of Grantors 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 a sale and a 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 convenient in such cases for the proper collection, 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 amount 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 in or out of court, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
9. 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.
10. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and persons therein shall be permitted for that purpose.
11. Trustee or Beneficiary shall have the right to examine the title, location, extent, nature and condition of the premises, and Trustee or Beneficiary shall be obligated to record this trust deed or to exercise any power herein given and be expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.
12. Upon redemption of indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to reconvey this trust deed, the lien thereof by proper instrument.
13. In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the same title, powers and authorities as the Trustee, given Trustee.
14. 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 claiming under or through them 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 word "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

515622

MAIL TO

NAME  
ADDRESS  
CITY  
STATE  
ZIP

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

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF DRIVE  
UNSCRIBED PROPERTY HERE:

OR

RECORDED & OFFICE BOX NUMBER \_\_\_\_\_