## 白らくへいい

## TRUST DEED UNOFFICIAL COPY

THE ABOVE SIM'T FOR RECORDERS USE ONLY

| THIS INDENTURE, made   | NOVEMBER 5TH   | , 1991, between LANNEY JESTER AND VIRGINIA   |
|--|--|--|
| JESTER, HIS  | WIFE   | herein referred to as "Grantors", and STEVE H. LEWIS,  |
| A.V.P.   |  | of DALLAS, TEXAS   |
| herein referred to as "Trustee"  |  | ORD CONSUMER FINANCE COMPANY, INC.   |
|  |  | y to ANNNAMATANAMAZIANA, herein referred to as "Beneficiary", the legal holder   |
|  |  | incipal amount of TWENTY-SEVEN THOUSAND THREE HUNDRED  |
|  |  | Dollars (\$ 27,368.42 ).   |
| together with interest thereon   | at the rate of (check a)   | oplicable box):  |
|  | • -  | r on the unpaid principal balances.  |
| Loan rate. The interest rate was Board's Statistical Release 14. day of  | All beper 15. The initial Bank Pr; therefore, the in loan rate when the is 44 th of a percentage ase v. decrease more to | rate loan and the interest rate will increase or decrease with changes in the Prime centage points above the Bank Prime Loan Rate published in the Federal Reserve ime Loan rate is %, which is the published rate as of the last business nitial interest rate is % per year. The interest rate will increase or decrease Bank Prime loan rate, as of the last business day of the preceding month, has inspoint from the Bank Prime loan rate on which the current interest rate is based, han 2% in any year. In no event, however, will the interest rate ever be less than r 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 NOVEMBER 1.3TH. 2001. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. |  |  |
| The Grantors promise to pa   | y the said sum in the s  | aid Loan Agreement of even date herewith, made payable to the Beneficiary, and   |
| delivered in 120 consecutive monthly installments. July at \$ 446.03 , followed by 119 at \$ 424.76 ,  |  |  |
| followed by 0 at \$ 0.00 , with the first installment beginning on DECEMBER 13TH , 19 91 and the   |  |  |
| at IRVING, TEXAS  NOW, THERETORE, the Grantors to secure to secure to secure to secure to secure to the performed, and a   | OF All Such place As<br>be payment of the said obligation in a<br>boun consideration of the sum of Ook                   | each monds thereafter until fully paid. All of said payments being made payable the Beneficia of as other holder may, from time to time, in writing appoint, conducte with the terms, proven and functions of the transfer of the communic of the communication and affection between the performance of the communication and affection between the performance of the communication of the commun |
| COUNTY OF COOK  LOT 268 IN FIRST ADD: HALF OF THE NORTH EAS  | AND STATE  ITTON TO COUNTRY  ST QUARTER OF FE  | CAIRE ESTATES BLING 7 SUBDIVISION OF PART OF THE SOUTH RACTIONAL SECTION 14 TOWNSHIP 36 NORTH, RANGE 13 EAST THOF INDIAN BOUNDARY PARE, IN COOK COUNTY, ILLINOIS.  60426 6753 192 67531 FECHERINA  |
|  |  | 。  |
| TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, reins and profits   |  |  |
| TO HAVE AND TO HOLD the premises unto<br>of the Homestead Exemption Laws of the State of   | the said Trustee, its successors and a<br>fillumis, which said eights and benefit  | signs, forever, for the proposes, and upon the uses and trivis bettin set forth, (i.e., to look) against benefits under and by satting<br>the Grantons distance proposeds release and waive  |
| deed) are incorporated herein by   | r reference and are a pa   | ats, conditions and provisions appearing on page 2 (the everse side of this trust of thereof and shall be binding on the Grantors, their heirs, seconds and assigns, day and year first above written.   |
| Terming Cost   | <u> </u>   | " OFFICIAL SEAL " JOHN P. ROSSO  |
| VIRGINTA JEST  | L CLC<br>ER  | NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/21/96   |
| STATE OF HARROIS.  | , t.   | THE UNDERSIGNED  |
| Counts of COOK   | i  | this mainst for and residing in said Comme, in the State aboresait. DO HURUN CRITICY RICH<br>VEY JESTER AND VIRGINIA JESTER, HIS WIFE  |
| County of  | ,  | and the second s |
|  | Instrument,  | MRE personally known to me to be the vame person. So show name. ARE subscribed to the foregoing appeared before one this day in person and acknowledged that THEY support and delivered the said.  THEER free and voluntary act, for the user and purposes therein set forth.  |
|  |  | stee to bland and Notarial Scal this STI day of NOVEMBER A D 19 91.  |
|  |  | Notaly Public  |
| This manifement was prepared to  |  |  |
| ANDREW J, FURMAN 415 N. LASALLE, STE 402 CHICAGO, IL 60610   |  |  |

## UNOFFICIAL COPY

## 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 in improvements now or betenfter on the premises which may be come damaged or be destroyed; (2) keep sold premises in good condition and repair, without weste, and free from mechanics or other beautories for the premises superior to the lien bereof, and upon request exhibit small requirements of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable lime any buildings of unidings 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 insterial alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before my penalty attaches all general faxes, and almit pay operal investments, 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 recepts therefor To prevent default becoming Grantors shall pay in full underprotest, in the manner provided by statuts, any tax or assessment which Grantor may desire to contest.
- 3. Grantos shall keep all buildings and improvements now or herenfter situated on and premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of unneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss of damage, for the tenefit of the feneficiary, such rights to be revidenced by the standard mortgage clause to be intended to each policy, and shall deliver an including additional and tenescal 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
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act bereinbefore required of Orantos in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior excumbrances, if any, and tourclasse, discharge, compromise or settle any tax in not other prior lies or other prior lies of the prior lies or other lies of lies or other lie
- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any biff, statement or astimate 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 lien or title or claim thereof.
- 6. Granters shall pay each stem 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 unpuid indebtedness secured by this Trust. Deed shall, notwith-familing anything in the Loan Agreement of in this Trust. Deed to the contrary, become due and payable talignmediately in the case of default in making payament of any hoster in a touch Loan Agreement, in this whon default shall even and contribute for this performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of fig. are nises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness here', recuted shall become due whether by acceleration or atherwise. Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and inde''e's as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by at on behalf of Trustee or Beneficiary for alterney's less. Trustee's fees, apprair 'is' i.es, outlay for documentary and expenses charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all a. th. b. racks at title, i.life searches and examine policies, Torrices cretificates, and similar data and assurances with respect to title expended after entry of the decree of procuring all as the bright of the precision of the internet of the prediction of the internet of the prediction of the internet of the expenses of the current title presents and expenses and examines with respect to title or the value of the prediction of the current of the presents becomes much additional indebtedness accured hereby and immediately division throughout the same proceedings, including probate and bankruptey proceedings, to which either of them shall be a party of the aspirated commencement of any out for the foreclosure beared after accurate the commencement of any outlet for the security hereof, whether or not actually commenced, or to preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- B. The proceeds of any forchastic and opening a 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 literages are mentioned in the paragraph betted, second, all other items which under the forms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as bettern provided third, all principal sud interest remaining unpaid on the note; fourth, any overplus to Grantors, their hairs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to forerhose time. Used deed, the court in which such bill in filed may appoint a receiver of said premises. Such appointment may be made either before or after and, without regard to the then value of the premises or whether the same shall be then occupied as a homestend or not and the Trustee hereunder may be specified in the such receiver. Such receiver shall have the power to collect the tents, issues and profits of said premises during the pendency of such foreclosure suit and, incase of a sale and a deficiency, the said truster prepried of retimption, whether the horse be received in adduring any further times when Grantons, except for the intervention of such receiver, would be entitled to collect such protection, possession, control, management and operation of the premises during the protection, possession, of 11) The indebtadeness accurate the elegant of the protection of further times when the may be not accome in his hands in payment in whole or in part of 11) the indebtadeness accurate the elegant of the premises during the whole or said provided such application is made prior to foreclosure sale; (2) the deficiency in case of a regard to the ficiency.

- - 12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and occess thereto 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 berein given unless expressly obligated by the terms bereof, not be liable for any acts or omissions hereunder, except in case of cost 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 pair, either before or after maturity, the Trustee shall have full authority to release this trust deed, the Hen thereof, by proper instrument.
- 15. In case of the resignation, inability or refusal to not of Trustee, the Beneficiary shall have the authority to a plant 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 Grantous and all persons claiming upder on Prough Grantous, and the word "Grantous" 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, by all have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall trust and include any successure or assignment of the first.

MAIL TO FOR RECORDERS IN', E', PURPOSES INSERT STREET ADD', 25° OF ABOVE DESCRIBED PROPERTY 12R2 NAME FORD CONSUMER FINANCE COMPANY ONE MIDAMERICA PLAZA, STE 500 STREET OAKBROOK TERRACE, 1L 60181 CITY INSTRUCTIONS OB

RECORDER'S OFFICE BOX NUMBER ...

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