

TRUST DEED

UNOFFICIAL COPY

91029553

1993 - 1995

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 16, 1991, between Peggie Hanlin and  
Hurtis Ray Thorpe, As Tenants in Common herein referred to as "Grantors", and  
Vic J. Steele, Operations Vice President of Lombard, Illinois,  
herein referred to as "Trustee", witnesseth:  
THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder  
of the Loan Agreement hereinafter described, the principal amount of Forty-Eight Thousand Five Hundred  
Eighty Seven Dollars and no cents Dollars (\$ 48,587.00),

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

Agreed Rate of Interest: 12.50 % 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 2 1/2 percentage points above the Prime Loan Rate published in the Federal Reserve Board's  
Statistical Release H.15. The initial Prime Loan rate is 5.12%, which is the published rate as of the last business day of  
5/12/90; therefore, the initial interest rate is 7.12 % per year. The interest rate will increase or decrease  
with changes in the Prime loan rate when the 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 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 5.12 % per  
year nor more than 10 % 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 February 1, 1997. 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 pay the said sum in the Loan Agreement of even date herewith, made payable to the Beneficiary, and  
delivered in 35 consecutive monthly installments, at \$ 1,387.00, followed by 34 at \$ 524.77,  
followed by 1 at \$ 46089.92, with the first installment beginning on March 1, 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 Naperville, Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors, to secure the payment of the said obligation in accordance with the terms, conditions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid the undersigned hereby acknowledge, on their separate COPIES and WARRANT unto the Trustee  
as successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situated in the City of Chicago  
COUNTY OF Cook AND STATE OF ILLINOIS, to-wit:

Lot 46 in Griffin and St. Clair's Subdivision of the West 1/2 of the South East 1/4 of  
of the South West 1/4 of the South East 1/4 of Section 10, Township 36 North, Range 14,  
East of the Third Principal Meridian, in Cook County, Illinois, commonly known as  
7005 S. Wolcott, Chicago, Illinois

PIN: 20-10-426-003

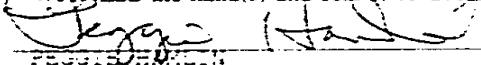
which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with improvements and fixtures now attached thereto with easements, rights, privileges, fixtures, trees and profits, if any.

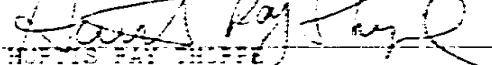
TO HAVE AND TO HOLD the premises unto the said Trustee, as successor and assigns, forever, for the purposes and upon the terms and conditions set forth in the Deed of Trust and Beneficiary under and in virtue  
of the Homestead Exemption Laws of the State of Illinois, what said rights and benefits the Grantor doth herself expressly release and waive.

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.

  
PEGGIE HANLIN

SEAL

  
HURTIS RAY THORPE

91029553  
Clerk's Office

STATE OF ILLINOIS

County of Dupage

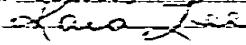
ss

KARA LEE

A Notary Public in and for the County of said County, is the State aforesaid, DO HEREBY CERTIFY THAT  
Peggie Hanlin and Hurtis Ray Thorpe, as tenants  
in common

the 2nd personally known to me to be the same persons, to whom said \$ 48,587.00, mentioned in the foregoing  
Instrument, appeared before me this day to sign and acknowledge the 2/16/91, signed and delivered to the said  
Instrument as cheque, free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 16th day of February, A.D. 1991.

  
KARA LEE

SEAL

SEAL

OFFICIAL SEAL

KARA LEE

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9-9-92

The signature is affixed to

Associates Patricia Summar 1275 Naper Blvd. Naperville, IL 60566

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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's or other liens or claims for liens 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, special assessments, water charges, sewer service charges, and other charges against the premises, when 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 Grantee 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 windstorms under policies providing for payment by the insurance companies of monies 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 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 date of expiration.

4. In case of default herefrom, 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 payments of principal or interest as prior encumbrances, if any, and purchase, discharge, compromise or settle any tax liens or other prior liens or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or cancel 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 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. Inaction of Trustee or Beneficiary shall never 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 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, sale, forfeiture, 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, 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 installment of the Loan Agreement, or (b) when default shall occur and continue for three days in 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 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 foreclose the lien hereof, there shall be allowed and included all additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, costs for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such items of title, title searches and examinations, insurance policies, Titlesearch certificates, and similar data and assurances with respect to title to 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 this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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) preparations for the commencement of any suit for the foreclosure hereof after accrual of such 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, principal and interest remaining unpaid on the note, fourth, any surplus to Grantors, then heirs, legal representatives or assigns, to whom rights may appear.

9. Upon, or at 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, without regard to the solvency or insolvency 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 homeestead 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 statutory period of redemption, whether there be redemptive 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 said 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 (2) a 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 the date hereof, (3) the deficiency in case of a sale and deficiency.

10. The Trustee or Beneficiary has the option to demand that the balance due on the note secured by this trust deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, Grantors will be given written notice of the election at least 60 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under the trust deed.

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 herein secured.

12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access 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 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 successor or assigns of Beneficiary.

PLAT-#1 RECORDING \$13.25  
T#1222 TRAN 3136 01/18/91 11:27:06  
#5771 # 1B \*\*-91-029553  
CLARK COUNTY RECORDER

91029553

FOR RECORDERS IN DEED PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY

NAME

STREET

CITY

INSTRUCTIONS

OR

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

X3 Mail