

TRUST DEED UNOFFICIAL COPY

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THIR ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made _____, 19_____, between _____ Rose Canada, Willie B. Jackson
 and La Rose Johnson, As Joint Tenants _____ herein referred to as "Grantors"; and _____ D. W. LeGear
 Asst Vice Pres of Operation: _____ of One Mid America Plaza Oakbrook Terrace _____, 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 _____ Six Thousand Two Hundred and Thirty Two
 Dollars and no cents _____ Dollars (\$ 6232.00) _____,
 together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: _____ 21.00 % 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 _____ percentage points above the Prime Loan Rate published in the Federal Reserve Board's
 Statistical Release H.15. The initial Prime Loan rate is _____ %, which is the published rate as of the last business day of
 _____, 19_____. Therefore, the initial interest rate is _____ % 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 _____ % 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 _____, 19_____. 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 said Loan Agreement of even date herewith, made payable to the Beneficiary, and
 delivered in _____ 60 consecutive monthly installments: _____ at \$ 160.59, followed by _____ at \$ _____,
 followed by _____ at \$ _____, with the first installment beginning on _____, 19_____, and the
 remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable
 at Oak Lawn _____ Illinois, or at such place as the Beneficiary, or other holder may, from time to time, in writing appoint.
 Now, THEREFORE, the Grantors do hereby pay all of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and conditions herein
 contained, by the Grantors to be performed, and also to its satisfaction of the sum of Two Dollar in hand paid, the receipt whereof is hereby acknowledged, on this present CONVEYANCE WARRANT and the Trustee,
 its successors and assigns, the following described Real Estate and all of their issues, heirs and interest therein, situated, lying and being in the CITY OF CHICAGO,
 COUNTY OF _____ Cook AND STATE OF ILLINOIS, to wit:

The South 33 feet of 4 inches of Lot 7 in block 7 in Sisson and Newman's South Englewood
 Subdivision of the North West 1/4 of Section 4, Township 37 North, Range 14 East of the Third
 Principal Meridian, in Cook County, Illinois
 PIN# 25-04-101-011
 Commonly Known As: 8739 S. Emerald Chicago, IL 60620

DEPT-01 RECORDING \$13.00
 • F10111 TRAN 1231 04/01/91 11:16:00
 • \$3.00 + TA = \$16.00 14-3363
 COOK COUNTY RECORDER

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

TOGETHER with improvements and fixtures, now and hereafter appertaining thereto with covenants, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Trustees, successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, the franchises, rights and benefits under and by virtue
 of the foregoing Statute 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 (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 this day and year first above written.

Willie B. Jackson _____

(SEAL)

Rose L. Canada _____

(SEAL)

La Rose Johnson _____

(SEAL)

91143363

STATE OF ILLINOIS,

County of _____ Cook _____

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I, Azeezeh Abed Martinkus,

a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT

Rose Canada, Willie B. Jackson and La Rose Johnson, as joint tenen

who _____ are personally known to me to be the same person _____ whose name _____ is subscribed to the foregoing
 instrument, appeared before me this day in person and acknowledged that _____ they _____ signed and delivered the said
 instrument to _____ their _____ free and voluntarily, etc., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ 28th day of March, 1991.

"OFFICIAL SEAL"
 Azeezeh Abed Martinkus
 Notary Public, State of Illinois
 My Commission Expires 5/14/94

THE INSTRUMENT WAS PREPARED BY

Kathleen M. Griffith 9528 S. Cicero Oak Lawn, IL 60453
 (Name) (Address)

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THE COVENANT, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1
(THE REVERSE SIDE OF THIS TRUST DEED)

1. Grantor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from insects; (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and up to required, (4) furnish satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereon; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Grantor 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 due statement therefor. To prevent default hereunder, if Grantor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
3. Grantor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money 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 exercised 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 the Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantor in any form and manner deemed expedient, and may, but need not, make full payment of amounts of principal or interest, on prior encumbrances, if any, and purchase, discharge, or compromise or settle any tax, lien or other prior claim or title to the property, or redeem from any tax sale or otherwise, affecting said premises or extinguish any tax or assessment. All monies paid for any of the above purposes hereof authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money expended by Trustee or Beneficiary to protect the foregoing property and the lien hereof, shall be on such 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 accords. 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 Grantor.
5. The Trustee or Beneficiary hereby accrued making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented 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 thereto.
6. Grantor shall pay each item of indebtedness hereinafter listed, in principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantor, 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 immediately in the case of default in making payment of any installment of the loan agreement, the loan agreement, in which default shall occur, and continue for three days in the performance of any other agreement of the Grantor herein contained, or it immediately if all or part of the principal and/or interest referred to by the Grantor 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 an additional debt accrued in the sum of, for 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, outlay for documentary and express evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such acts, services, titles, title searches and examinations, guarantee policies, attorney's fees, and similar costs and disbursements with respect to title to Trustee or Beneficiary may deem to be reasonably necessary. In the event of a foreclosure, the court shall sell or cause to be sold at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature of the above paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement, with Trust Deed, unless, 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, defendant 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 of a part or all of such indebtedness, (c) defense whether or not actually commenced, or (d) 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 as of the date of the sale shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosing 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, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantor, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to enforce this trust deed, the court in which such bill is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without regard to the solvency of the Trustee or Beneficiary, or the value of the premises or whether the same shall be then occupied as a home or not and the Trustee or Beneficiary 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 an administration suit and, in case of a sale and a deficiency, during the administrative period of redemption, whether there be redemption or not, as well as during any further time when Grantor, except for the intervention of such receiver, would be entitled to collect the 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 above stated period. The court from time to time may authorize the receiver to apply his net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any document relating to this Trust Deed, or (2) an special assessment or other claim which may be or become superior to the lien hereof or of such debt, provided such application to make prior to foreclosure valid; (3) a debt, tenancy in common or a sale and deficiency.
10. The Trustee or Beneficiary has the option to demand that the balance due on the loan, as set forth 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, 30 days will be given written notice of the election at least 90 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 this 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 interpreting same in its action at law upon the note hereby secured.
12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and upon the notice 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 my 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 loan 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 hereof, by proper instrument.
15. In case of the resignation, inability or refusal to act of Trustee, he 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 Grantor and all persons claiming under or through Grantor, and the word "Grantor" 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.

FOR RECORDING INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

D
E
P
T
O
F
V
E
Y

NAME
STREET
CITY

INSTRUCTIONS

CR

RECORDING OFFICE BOX NUMBER _____

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Property of Cook County Clerk's Office

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