

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 6, 1991, between LAWRENCE E. FUGATE, A Bachelor, herein referred to as "Grantors", and STEVE H. LEWIS, AVP of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth: THAT, WHEREAS the Grantors have promised to pay to Fidelity Financial Company, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of SIXTY THREE THOUSAND ONE HUNDRED EIGHTY SEVEN AND 89/100 Dollars (\$ 63,157.89), together with interest thereon at the rate of (check applicable box):

[X] Agreed Rate of Interest: 13.00 % 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 ... heretofore, 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 1/8th 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 JUNE 10, 1991. Lender 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 180 consecutive monthly installments: 150 at \$ 799.08, followed by 0 at \$ 0, followed by 0 at \$ 0, with the first installment beginning on JULY 10, 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 IRVING, TEXAS or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

HENCE, HERETOFORE, the Grantors to have the payment of the said obligation in accordance with the terms, provisions and conditions 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 receipt of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS to wit:

LEGAL: LOT 42 IN BLOCK 7 IN SHERMAN'S ADDITION TO HOLSTEIN SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 2130 W. MCLEAN, CHICAGO, IL. 60647 PIN #: 14-31-134-029

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws 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 the day and year first above written.

Signature of Lawrence E. Fugate (SEAL) OFFICIAL SEAL EDWARD M. COOK NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires July 25, 1994 (SEAL)

I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT LAWRENCE E. FUGATE, A BACHELOR

who IS 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 HE signed and delivered the said Instrument as HIS free and voluntary act, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal this 6th day of JUNE, 1991.

This instrument was prepared by MATT MROZEK (Name) 100 N. LASALLE CHICAGO, IL 60602 (Address)

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

1. Grantor shall promptly repair, erect, reconstruct or build any buildings or improvements now or hereafter on the premises hereinafter described upon which the mortgage is placed, without waste, and free from any liens or other incumbrances, and shall pay for such repairs, reconstruction or building of buildings now or at any time or from time to time, and shall promptly pay for all taxes and assessments which are levied or assessed on the premises, and shall promptly pay for any and all other taxes and assessments which are levied or assessed on the premises, and shall promptly pay for any and all other taxes and assessments which are levied or assessed on the premises, and shall promptly pay for any and all other taxes and assessments which are levied or assessed on the premises.

2. Grantor shall pay before any public sale for the collection of taxes and assessments, and shall pay special taxes, special assessments, water charges, sewer charges, electric charges, telephone charges, and any other charges and expenses which are levied or assessed on the premises, and shall promptly pay for any and all other taxes and assessments which are levied or assessed on the premises.

3. Grantor shall pay all buildings and improvements now or hereafter situated on said premises, and shall pay for the cost of repairing or reconstructing any building or improvement on the premises, and shall pay for the cost of repairing or reconstructing any building or improvement on the premises, and shall pay for the cost of repairing or reconstructing any building or improvement on the premises, and shall pay for the cost of repairing or reconstructing any building or improvement on the premises.

4. In case of default therein, Trustee of Beneficiary may, but need not, make any payment or performance which he is not bound to do, and any such payment or performance shall not constitute a discharge of the indebtedness hereunder, but shall not constitute a discharge of the indebtedness hereunder, but shall not constitute a discharge of the indebtedness hereunder, but shall not constitute a discharge of the indebtedness hereunder, but shall not constitute a discharge of the indebtedness hereunder.

5. The Trustee or Beneficiary hereby reserves making any payment hereby authorized relating to taxes and assessments, as well as any other charges and expenses which are levied or assessed on the premises, and shall promptly pay for any and all other taxes and assessments which are levied or assessed on the premises.

6. Grantor shall pay each item of indebtedness hereinafter mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantor, in making payment of any installment of the Loan Agreement, or of the whole or part thereof, Grantor hereby agrees to pay first the principal and interest on the mortgage hereunder, and thereafter the interest on any other indebtedness hereunder.

7. When the indebtedness hereunder shall become due with the expiration of either of the Beneficiary's Trusts, the Beneficiary shall have the right to foreclose the mortgage hereunder, and shall be allowed and entitled to additional indebtedness on the debt for sale, all expenditures and expenses which may be paid or incurred by the Beneficiary or Beneficiary's attorney in law, Trustee or Beneficiary, as well as for documentary and court costs, and all other charges and expenses which are levied or assessed on the premises, and shall be allowed and entitled to the proceeds of the sale of the premises hereunder, after payment of all such charges and expenses.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, to the payment of the principal and interest on the mortgage hereunder, and thereafter to the payment of the principal and interest on any other indebtedness hereunder, and thereafter to the payment of the principal and interest on any other indebtedness hereunder, and thereafter to the payment of the principal and interest on any other indebtedness hereunder.

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 absence or nonexistence of Grantor, at the time of application for such receiver, and without regard to the validity of the mortgage in which the premises are mortgaged. The receiver appointed may be a person named in the bill or a person named in the order of appointment, and 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 leasehold estate, during the full statutory period of such lease, and in the event of a foreclosure suit, to take possession of said premises, to control, manage and operate said premises during the whole of said period, and to do all other things which may be necessary or proper for the preservation, protection, 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 proceeds of such sale in payment of each of the items of the indebtedness secured hereby, or by any decree hereunder, and to make an assessment of other debts which have become or may become due or payable to the first creditor of each class provided such application is made prior to any foreclosure sale, or the delivery in case of a leasehold estate.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to a defense which would not be good and available to the party having a claim in a foreclosure sale if the note hereby secured.

12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access therefor 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 hereunder granted or 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 industries 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 the 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 successors or assigns of Beneficiary.

DELIVERY 18921215

NAME FORD CONSUMER FINANCE CO.
STREET 250 E. CARPENTER FRWY,
CITY IRVING, TEXAS 75062
INSTRUCTIONS
OR
RECORDERS OFFICE BOX NUMBER

FOR RECORDBOOKING PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE