

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made..... JUNE 11.....

, 1991, between JOSIE BURSTON, A SPINSTER

and STEVE H. LEWIS AVP

of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Ford Consumer Finance Company, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of THIRTY FOUR THOUSAND AND 00/100

Dollars (\$ 34,000.00), together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 13.50 % 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 \_\_\_\_\_ 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 JUNE 11, 1991 every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of JUNE 11, 1996. XXXXXX waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. LENDER

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 \$427.69, followed by 58 at \$382.44, followed by 1 at \$33,799.28, with the first installment beginning on JULY 20, 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, TX, XXXXX 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, provisions 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 receipt whereof 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, precisely being in the CITY OF PHOENIX,

COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

LOTS 28 AND 29 IN BLOCK 21, IN MASONIC ADDITION TO HARVEY, A SUBDIVISION OF LOTS 3 AND 4 OF RAVESLOO'S SUBDIVISION OF LOTS 2 TO 7 AND 5 OF A SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
DEPT-01 RECORDING #13.29  
PIN#: 29-16-107-064 T#5555 TRAN 2161 06/12/91 16:01:00  
AKA: 800 E. 152ND ST., PHOENIX, IL 60426 S#273 E --91-283787  
COOK COUNTY RECORDER

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

WHEREWITH improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

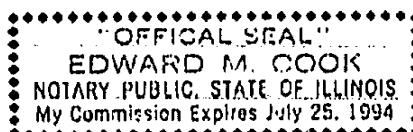
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.

*Josie B. Burston*

(SEAL)



STATE OF ILLINOIS,

County of COOK,

SS

THE UNDERSIGNED

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

JOSIE BURSTON, A SPINSTER

who IS personally known to me to be the same person whose name IS

Instrument, appeared before me this day in person and acknowledged that SHE

Instrument as HER free and voluntary act, for the uses and purposes therein set forth

RECEIVED under my hand and Notarial Seal this ELEVENTH day of JUNE, 1991.

Notary Public

This instrument was prepared by

PAULETTE HASIER, 100 N. LA SALLE, CHIC., IL 60602  
(Name) (Address)

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**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1  
ARE LOCATED ON 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 be destroyed; (2) keep and preserve in good condition and repair, without waste, and free from mechanical or other defects, all fixtures and equipment which are required to be in or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to Beneficiary; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal authorities with respect to the premises and the use thereof; (5) 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 Beneficiary duplicate receipts therefor. To prevent default hereunder **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 and premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance company or companies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all to commence after entry in the Beneficiary's under insurance policy as payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clauses attached hereto, 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 thereon, 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 or partial payment of principal of interest on part encumbered, if any, and purchase, discharge, compromise or settle any fee or other prior lien or title or claim thereof, or collect from any (or sale of) or for future affecting said property or contract any tax or premium of title by him or his other prior lien or title or claim thereto, or redeem from any tax or forfeiture affecting said premises or contract any tax or assessment. All monies paid for any of the purposes before authorized and all expenses paid or incurred in carrying out the results, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the unpaid principal 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. Interest 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 agrees 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 incurring into the incumbrance 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 herein mentioned, both 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 itself, notwithstanding anything to the contrary in the Loan Agreement or in the Trust Deed to the contrary, becomes due and payable immediately in the case of default in making payment of any installments in the Loan Agreement, or by when default shall occur and continue for three days in the performance of any other agreement of the **Grantor** herein contained, or is immediately if all or part of the above are sold or transferred 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: (a) 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, appraiser's fees, costs for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such documents of title, title search and examinations, guarantee policies, title certificates, and similar data and documents with respect to title as Trustee or Beneficiary may deem to be reasonably necessary for its possession and/or to evidence to bidders at any sale who may be put pursuant to the decree the true condition of the title or the value of the premises. All expenditures and expenses of the trustee in this paragraph mentioned shall become such additional indebtedness secured here by and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when so incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, or as apportioned, claimed or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof after accrual of such indebtedness, whether or not actually commenced, or 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, an amount 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, all principal and interest remaining unpaid on the note; fourth, any surplus to **Grantor**, the heirs, legal representatives or assigns, in their rights as appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after trial, without regard to theolvency or insolvency of **Grantor** at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a home 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 deficiency, during the full statutory period of redemption, whether there be a redemption or not, as well as during any further time when **Grantor**, 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 such period. This court from time to time may authorize the receiver to apply the net income in cash held in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this Trust Deed; or (2) a tax, special assessment or other lien which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any statute of limitations and available to the party intervening some or in action at law upon the note hereby secured.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any statute of limitations and available to the party intervening some or in 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 as often as it shall be permitted for the 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 malfeasance 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 hereof, 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 **Grantor** and all persons claiming under or through **Grantor**, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any past 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 individual or entity holding an interest in this Trust Deed.

NAME FORD CONSUMER FINANCE CO.

FOR RECORDERS UNDER PURCHASES  
DISJOINT STREET ADDRESSES OR ABOVE  
DESCRIBED PROPERTY ARE OF

STREET ONE MIDAMERICA PLAZA

CITY OAKBROOK TERRACE, IL 60181

**RECORDED IN OFFICE NO. 2011000**