

TRUST DEED

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1293811

JUNE 14, 1991

THE ABOVE NAME FOR RECORDS USE ONLY

THOMAS E. O'CONNOR,

, 19 , between

STEVE H. LEWIS, AYP

THIS INDENTURE, made

"DIVORCED AND NOT SINCE REMARRIED

herein referred to as "Grantors", and

DALLAS, TEXAS

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ~~Notary Public~~, herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of **NINETY TWO THOUSAND SIX HUNDRED FIFTY**

Dollars (\$ 92,650.00)

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

12.50 Agreed Rate of Interest: % per year on the unpaid principal balance.

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 ~~JULY 19 2013~~ so that the total amount due under said Loan Agreement will be paid by the last payment date of ~~July 19 2013~~. ~~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 **120** consecutive monthly installments, **1** at **\$ 1439.19**, followed by **119** at **\$ 988.81**, followed by **0** at **\$ 0.00**, with the first installment beginning on **AUGUST 3**, 19 **91**, 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** ~~XXXXXX~~ or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors do execute the payment of the said obligation in accordance with the terms, purposes and intentions of the said 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, receipt whereof is hereby acknowledged, the Grantors, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, hereby convey, vesting in the

COUNTY OF COOK AND STATE OF ILLINOIS TO WI
LOT 16 IN BLOCK 2 IN A.T. MCINTOSH 69TH STREET ADDITION BEING A SUBDIVISION
OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PIN NO.: **19-22-418-016**
 AKA.: **6931 S. KARLOV, CHICAGO, IL 60629**

DEPT-01 RECORDING **\$13.29**
 . 14555 TRAN 2561 06/18/91 1442:00
 . 1336 4 RE * 93-29388-1-1
 . COOK COUNTY RECORDER

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, incidents, rents and profits

TO HAVE AND TO HOLD the premises under the said Deed, by successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, and to all rights and benefits under and by virtue of the Homestead Prescription 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.

Thomas E. O'Connor

STATE OF ILLINOIS.

COOK

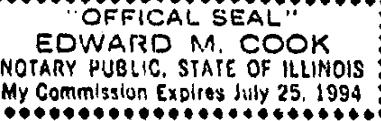
IN SIGHT

IN SIGHT

THE UNDERSIGNED

IN SIGHT

IN SIGHT



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

THOMAS E. O'CONNOR, 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 instrument is his true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **FOURTEENTH** day of **JUNE**, 19 **91**

Edward M. Cook

Notary Public

This instrument was prepared by

EDWARD M. COOK, 100 N. LASALLE, SUITE 2105, CHICAGO, IL 60602
 (Name) (Address)

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

1. Grantors shall at all times repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, at their cost and expenses in good condition and repair, without waste, and free from mechanic's or other liens or claims for rent not expire. By sub-invested to the lessee hereof, (1) 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 Beneficiary; (2) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, this comply with all requirements of law or municipal ordinances with respect to the premises and the same thereof; (3) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantors shall pay before any penalty arises for 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. By present default hereunder, Grantors shall pay in full under protest in the manner provided by statute any tax or assessment which Grantor may desire to contest.

3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured, save the cost of 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 of such damage, to Trustee for the benefit of the Beneficiary, such costs 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 policy, 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 performance on behalf of Grantors, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and pursue, discharge, compromise or settle any tax lien or other prior lien or title or claim hereon, or demand from any tax sale or forfeiture affecting said premises or contract any tax or assessment. All amounts 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 undischarged 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. Lien of Trustee or Beneficiary shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary herein executing any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public officer, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, etc., following such bill, statement 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 shall, notwithstanding anything to the contrary contained in this Trust Deed to the contrary, become 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 Grantors herein contained, or immediately if all or part of the property security are sold or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, the Beneficiary or Trustee or Beneficiary shall have the right to foreclose the lien hereof. In any event, however, the law hereof, there shall be allowed and included as 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, appraisal fees, costs for documentation and expert evidence, stamping fees, charges, public announcements, and costs, which may be estimated due to items to be expended after entry of the decree of partition of all such interests of title. Office rentals and examinations, insurance policies, Title certificate and similar documents, expenses with respect to title as Trustee or Beneficiary may deem to be reasonably necessary, other to prove or establish title to the property included at any sale, which may be paid pursuant to, including the transaction of the title, the value of the premises. After expenditure and expenses of foreclosure, in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable without interest thereafter 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, or any proceeding, including protests and legal actions, proceedings, to whom either of them shall be entitled, as attorney, plaintiff, claimant or defendant, by reason of the trust deed or any indebtedness held by secured, or preparation for the commencement of any suit for the foreclosure hereof, after accrued of such legal expenses whether or not actually incurred, or for preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually incurred.

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 mentioned in the preceding subparagraph; second, all other items which under the terms hereof are to be secured by this additional indebtedness, to the extent of the amount of the note, interest thereon to be paid, and all principal and interest remaining unpaid on the note; fourth, any expenses to Grantors, their heirs, legal representatives or assignee, or their 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 and receiver. Such appointment may be made either before or after due, without regard to the sale of any property of Grantors. The time of application for such receiver, and that receiver for the trial of the premises, or whether the same or be there, or appointed home, food, board, and the trustee hereunder to be levied upon his costs received, "such receiver" shall have the power to collect the rents, issues and profits of said premises during the period of such receiver, whether there be no defendant or not, as well as doing, any further things where Grantors, except to the satisfaction of such receiver, would be entitled to do by such receiver, issues and profits, and all other powers which may be necessary or convenient in the case for the protection, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may authorise the receiver to apply the moneys so received in payment in whole or in part of (1) The indebtedness secured hereby, or by successive foreclosures the Trust Deed, or any tax, special assessment or other lien which may be of better seniority to the lien hereof in which case, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and delivery.

10. 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.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and, for that purpose, shall be permitted for that purpose.

12. Trustee or Beneficiary shall have the right to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this instrument 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.

13. 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.

14. 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.

15. That 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 of any part thereof, whether or not such persons shall have executed the Loan Agreement of the Trust Deed. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

MAIL TO
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FORD CONSUMER FINANCE CO.

ONE MIDAMERICA PLAZA

CITY OAKBROOK TERRACE, IL 60181

REPRODUCTION

OR

RECORDING OFFICER/MONITOR NUMBER

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