

TRUST DEED UNOFFICIAL COPY

THE ABOVE NAME FOR RECORDS USE ONLY

91322070

THIS INDENTURE, made on JUNE 28

, 1991, between

SEREDA MONROE (WIDOW)

herein referred to as "Grantors", and

STEVE H. LEWIS, AVP

of DALLAS, TEXAS

. 8600xx

herein referred to as "Trustee", witnesseth

Bord Consumer Finance Co. Inc.

THAT, WHEREAS the Grantors have promised to pay to ~~XXXXXXXXXXXXXX~~, herein referred to as "Beneficiary", the legal holder
of the Loan Agreement hereinafter described, the principal amount of

THIRTY EIGHT THOUSAND NINE HUNDRED

FIFTY AND NO/100^{THS} Dollars (\$ 38950.00)-----
together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest - 12.00 % 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 Bank Prime Loan Rate published in the Federal Reserve
Board's Statistical Release D-15. The initial Bank 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 Bank Prime loan rate when the Bank Prime loan rate, as of the last business day of the preceding month, has in
creased or decreased by at least 1/8 of a percentage point from the Bank 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 in _____, 19_____. Associate 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 120 consecutive monthly installments: 1 at \$ 452.57 , followed by 118 at \$ 400.64 ,
followed by 1 at \$ 36787.99 , with the first installment beginning on AUGUST 9 , 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 ~~XXXXXX~~ 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 the Trust Deed and the performance of the covenants and agreements herein
contained by the Grantors to be performed, and also in consideration of the value of the subject real property, do hereby acknowledge, to the best of their present knowledge, to the Trustee, **CITY OF CHICAGO** and the
successors and assigns, the following documents, facts and all other circumstances and intent therein, submit, file and record in the
COUNTY OF COOK
and STATE OF ILLINOIS as follows:

LOT 5 IN BLOCK 3 IN TENTERING BROTHERS AND COMPANY'S 2ND BELLEVUE ADDITION TO
ROSELAND IN SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, PLAT RECORDED MAY 28, 1924 AS DOCUMENT
8440024, IN COOK COUNTY, ILLINOIS
PIN#25-16-315-005 VOL459
COMMONLY KNOWN AS: 10813 S Eggleston Chicago, IL 60628
• EXCERPT RECORDING
• 186-867 TRAN 3259 07/01/91 13:07:00 \$13.00
• 19030 3 10 * 12 1 - 8221121
COURT COUNTY REC'D/RECD

which with the property described in the above instrument appears.

TOGETHER with improvements, and fixtures, if any, attached thereto, and all other rights, powers, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Grantors, their heirs, successors and assigns, for the purpose and upon the terms and conditions set forth in this Trust Deed, to be held by them and their heirs and assigns in accordance with the terms and conditions of this Trust Deed, and the terms of the Homestead Election Laws of the State of Illinois, which said heirs and assigns, 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.

Sereda Monroe
SEREDA MONROE (WIDOW)

SEAL

SEAL

SEAL

SEAL

91322070

STATE OF ILLINOIS

County of COOK

THE UNDERSIGNED

notary Public, and to the undersigned, to the State of Illinois, HEREBY CERTIFY, THAT

SEREDA MONROE (WIDOW)

IS

admitted to the foregoing

"OFFICIAL SEAL" of the State of Illinois, to the above person and acknowledge that SHE
Valerie Edmonds HER
Notary Public, State of Illinois
My Commission Expires 2/1/95
188th Judicial Circuit and Suburban Notaries
28th JUNE 1991
Valerie Edmonds
Notary Public

This instrument was prepared by

JEANNINE BEST

ONE MID AMERICA PLZ OAKBROOK TERR, IL
60521

UNOFFICIAL COPY

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

1. The Grantor, in consideration of the sum of \$1,495.00, paid to him by the Trustee, and of the receipt of a copy of this Trust Deed, does hereby grant, convey, assign, sell, lease, let and put into the possession of the Trustee, all his, her or their right, title and interest in and to the property described below, and the rents, issues and profits therefrom, subject to all taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to such property, now or hereafter existing, and to all acts, laws, regulations, ordinances and requirements of government, now or hereafter existing, relating thereto.

2. The Grantor shall pay to the Trustee annually, at the place where he, she or they reside, or at such other place as the Trustee may designate, the sum of \$200.00, which sum shall be paid to the Trustee on or before the first day of January of each year, and shall apportion thereafter to the Trustee for the balance of the year, for the payment of taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to such property, now or hereafter existing.

3. Grantor, having sold or otherwise disposed of the property described below, agrees that the property so sold or disposed of, shall be subject to all the covenants, conditions and restrictions contained in this Trust Deed, and that the same shall remain in full force and effect, notwithstanding such sale or disposition, until the date of termination of this Trust Deed, and that the same shall not be affected by any change in the ownership of the property so sold or disposed of, or by any change in the ownership of the property remaining in the name of the Grantor.

4. If Grantor fails to pay to the Trustee, the amount of any tax, assessment, claim, lien, encumbrance, right, title or interest of whomsoever in and to the property described below, within ten days after the same become due and payable, or if Grantor fails to pay to the Trustee, the amount of any money advanced by the Trustee to him or her for the payment of any tax, assessment, claim, lien, encumbrance, right, title or interest of whomsoever in and to the property described below, within fifteen days after the same become due and payable, the Trustee may sue for the amount so unpaid, and may apply the same to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and may sue for any additional amount so paid by the Trustee, and may sue for damages for any loss sustained by the Trustee in consequence thereof.

5. The Trustee or Beneficiary may, by giving written notice to the Grantor, require him to pay to the Trustee or Beneficiary, or to any other person or persons whom the Trustee or Beneficiary may designate in the notice, the amount of any tax, assessment, claim, lien, encumbrance, right, title or interest of whomsoever in and to the property described below, which amount has been paid by the Trustee or Beneficiary, and which amount is due and payable to the Trustee or Beneficiary.

6. If the Trustee or Beneficiary fails to pay to the Grantor, or to any other person or persons whom the Trustee or Beneficiary may designate in the notice, the amount of any tax, assessment, claim, lien, encumbrance, right, title or interest of whomsoever in and to the property described below, which amount has been paid by the Trustee or Beneficiary, and which amount is due and payable to the Trustee or Beneficiary, the Trustee or Beneficiary may sue for the amount so unpaid, and may apply the same to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and may sue for any additional amount so paid by the Trustee or Beneficiary, and may sue for damages for any loss sustained by the Trustee or Beneficiary in consequence thereof.

7. When the indebtedness so secured shall have been paid, or when the property described below has been sold, or when the property described below has been otherwise disposed of, or when the title thereto has been transferred to another, the Trustee or Beneficiary may, if he, she or they desire, apply the amount so paid, or the proceeds of the sale or disposition of the property, or the amount so paid, or the amount so received, to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and may sue for any additional amount so paid, or the amount so received, and may sue for damages for any loss sustained by the Trustee or Beneficiary in consequence thereof.

8. The proceeds of any foreclosure sale of the premises, and the distribution thereof, shall be made in accordance with the terms and conditions of the Agreement of Sale, dated November 28, 1980, between the Trustee or Beneficiary, and the Grantor, and shall be applied to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and to the payment of any additional amount so paid, or the amount so received, and to the payment of any damages sustained by the Trustee or Beneficiary in consequence thereof, and the Trustee or Beneficiary may sue for any loss sustained by him or her in consequence thereof.

9. The proceeds of any foreclosure sale of the premises, and the distribution thereof, shall be applied to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and to the payment of any additional amount so paid, or the amount so received, and to the payment of any damages sustained by the Trustee or Beneficiary in consequence thereof.

10. Upon the failure of the Grantor to pay to the Trustee or Beneficiary, or to any other person or persons whom the Trustee or Beneficiary may designate in the notice, the amount of any tax, assessment, claim, lien, encumbrance, right, title or interest of whomsoever in and to the property described below, which amount has been paid by the Trustee or Beneficiary, and which amount is due and payable to the Trustee or Beneficiary, the Trustee or Beneficiary may sue for the amount so unpaid, and may apply the same to the payment of the taxes, assessments, claims, liens, encumbrances, rights, titles and interests of whomsoever in and to the property described below, and may sue for any additional amount so paid by the Trustee or Beneficiary, and may sue for damages for any loss sustained by the Trustee or Beneficiary in consequence thereof.

11. No action for the enforcement of the terms of any provision herein contained shall be commenced, or any proceeding had, or any judgment rendered, or any execution issued, or any garnishment or attachment levied, or any other right may appear.

12. The Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times, and to do all acts necessary to protect the same.

13. The Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall he be liable for any act or omission hereunder, except in case of gross negligence, wilful misconduct, or malice, in the exercise of his power herein given.

14. Upon presentation of satisfactory evidence that all indebtedness so held by the Trust Deed has been fully paid, either before or after maturity, the Trustee or Beneficiary may release the title, powers and authority as are herein given him.

15. In case of the insolvency, inability, or refusal to act of the Trustee, the Beneficiary shall have the authority to appoint another person or persons to act in his or her stead, who shall have the same title, powers and authority as are herein given him.

16. This Deed and all provisions herein shall extend to and be binding upon Grantor and all persons claiming under, or in right of, Grantor, and his or her heirs, executors, administrators, and assigns, and to include all such persons and all persons liable for the payment of the indebtedness or any portion thereof, whether or not yet born, and to his or her wife, except that the First Assignment of the Trust Deed, the wife of the Beneficiary is used herein shall mean and include any successors or assigns of Beneficiary.

BENEFICIARY: INDIVIDUALS
RESELL STREET ADDRESS: ALBWA
DESCRIBED PROPERTY: ID#

D
E
L
I
V
E
R

NAME: FORD CONSUMER FINANCE CO INC
STREET: ONE MID-AMERICA PLAZA S500
CITY: OAKBROOK TERRACE, IL 60181

INSTRUCTIONS
BY
OR

REORDERER'S OFFICE BOX NUMBER: 607664