

TRUST DEED **UNOFFICIAL COPY** 91346025

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 11, 19 91, between DIANA JOHNSON, DIVORCED AND NOT SINCE REMARRIED herein referred to as "Grantors"; and

STEVE H. LEWIS, AVP of DALLAS, TEXAS ~~XXXXXX~~ herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Ford Consumer Finance Company, Inc. ~~Associates/Trustee/Inc.~~ herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of TWENTY SIX THOUSAND EIGHT HUNDRED FIFTEEN AND 74/100 Dollars (\$26,815.74),

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

- Agreed Rate of Interest: 16.00 % per year on the unpaid principal balances. **91346025**
- 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 JULY 12, 2005 ~~XXXXXX~~. ~~XXXXXX~~ gives 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 180 consecutive monthly installments, 180 at \$ 393.82, followed by 0 at \$ .00, followed by 0 at \$ .00, with the first installment beginning on AUGUST 12, 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, TEXAS ~~XXXXXX~~ 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, conditions 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 of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situated, lying and being in the CITY OF ROBBINS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 39 IN J.E. MERRION'S ROBBINS PARK ADDITION, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN# 28-02-322-029 COMMONLY KNOWN AS: 3601 MAXEY CT., ROBBINS, IL 60472

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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, 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 and clear of 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.  
Diana Johnson (SEAL)

OFFICIAL SEAL  
PAULETTE HASIER  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires May 21, 1995

STATE OF ILLINOIS, County of COOK )  
I, DIANA JOHNSON, DIVORCED AND NOT SINCE REMARRIED

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 SHE signed and delivered the said Instrument as HER free and voluntary act, for the uses and purposes therein set forth.  
GIVEN under my hand and Notarial Seal this 11 day of JULY, A.D. 19 91  
Paulette Hasier Notary Public

This instrument was prepared by  
IAN M. GORMAN, 100 N. LASALLE, SUITE 2105, CHICAGO, IL 60602  
(Name) (Address)

91346025

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LEGIT TITLE COMPANY  
540 NORTH LASALLE STREET  
SUITE 2105  
CHICAGO, ILLINOIS 60602  
60766 (ev. 12-89 (I.B.))  
FC12583

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

- Grantors 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 said premises in good condition and repair, without waste, and free from unsightly or other liens or claims for lien not lawfully subordinated to the lien hereof; (3) 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; (4) comply with all requirements of law or municipal ordinances 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.
- Grantors 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. In the event of 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.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-torn under policies providing for payment by the insurance companies of moneys 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 right, to be evidenced by the standard mortgage clause to be attached to each policy, and any other moneys advanced by Trustee or Beneficiary to protect the mortgage 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 the function of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default by Trustee or Beneficiary.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required 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 mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgage 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 the function of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default by Trustee or Beneficiary.
- The Trustee or Beneficiary hereby consent to making any payment heretofore authorized to be made to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, and may do so without inquiring into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 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 in the Loan Agreement to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and immediately if all or part of the premises are sold or transferred by the Grantors without the Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise hereof, there shall be allowed and included as additional indebtedness in the decree for sale all attorney's fees, Trustee's fees, appraisal fees, notices for documentary and expert evidence, stenography of the decree, of procuring all such abstracts of title, title searches and examinations, and Beneficiary may deem to be reasonably necessary for to prosecute such suit at law or in equity. All expenditures and expenses hereinafter mentioned in this paragraph shall become due and payable when the annual percentage rate stated in the Loan Agreement. This Trust Deed secures, when paid or in proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by any suit for the foreclosure hereof after accrued or to which either of them shall be a party, either as plaintiff or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied to the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, on account of other items which under the terms hereof constitute secured indebtedness additional to that evidenced by this Trust Deed, third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 solvency or insolvency of Grantors at the time of such appointment for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 pendency of such receiver, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, management and operation of the premises during the whole of said period. The court may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of such sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any lien or other claim which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and in accordance thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall not 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 the event of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 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 thereof, by proper instrument.
- 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.
- 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 of this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

MAIL ID

91346025

DELIVERY

NAME FORD CONSUMER FINANCE CO.  
 250 E. CARPENTER FRWY  
 STREET IRVING, TX 75062

CITY  
 STATE  
 ZIP

INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER

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