

TRUST DEED UNOFFICIAL COPY

91351030

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 15 19 91, between D.W. SMITH AND ROSALINDA SMITH, HIS WIFE

STEVE H. LEWIS, AVP of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth. THAT, WHEREAS the Grantors have promised to pay to First Commercial Finance Company, Inc. herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of TWENTY TWO THOUSAND FORTY FOUR AND 45/100 Dollars (\$ 22,044.45 ),

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

- [X] Agreed Rate of Interest: 15.00 % 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.

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 1991.

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: 120 at \$ 355.64, followed by 0 at \$ .00 followed by 0 at \$ .00 with the first installment beginning on AUGUST 17 19 91 and the remaining installments continuing on the same day of each month (or earlier until fully paid).

NOW, THEREFORE, the Grantors do warrant 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 their consideration of the sum of One Dollar in hand paid the reverse hereof, whereby it hereby is 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: CITY OF CHICAGO

LEGAL DESCRIPTION: SEE APPENDIX "A"
PIN # 25-12-428-016

EQUITY TITLE COMPANY
100 NORTH LASALLE STREET
SUITE 2105
CHICAGO ILLINOIS 60602
91351030

which, with the property hereinafter described, is referred to herein as the premises.
TO HAVE AND TO HOLD to the premises unto the said Trustee, its heirs, successors, assigns, and upon the duty and trust herein set forth, together with 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 reserve, to the said Trustee.

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.

D.W. Smith (SEAL)
Rosalina Smith (SEAL)

STATE OF ILLINOIS
County of COOK

UNDERSIGNED
I, a Notary Public in and for the State of Illinois, do hereby CERTIFY THAT D.W. SMITH AND ROSALINDA SMITH, HIS WIFE



THEY ARE subscribed to the foregoing instrument, approved before me this day in person and acknowledged that THEIR true and voluntary act for the uses and purposes therein set forth.
15th day of JULY A.D. 19 91
Van Loenen (Notary Public)

This instrument was prepared by IAN GORMAN, 100 N. LASALLE, SUITE 2105, CHICAGO, ILL. 60602.

Handwritten initials 'MAD' in the bottom right corner.

# UNOFFICIAL COPY

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

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements on the premises, without waste, and free from mechanics' or other liens or claims for labor or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of buildings now or at any time in process of construction upon said premises; (2) comply with no material alterations in said premises except as required by law or municipal ordinance;

2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, and shall, upon written request, furnish to Trustee or Beneficiary duplicate receipts for any tax or assessment which Grantor may desire to contest;

3. Grantors shall keep all buildings and improvements now or hereafter situated on or adjacent to the premises sufficient either to pay the cost of replacing or repairing them under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance expiration;

4. In case of default thereon, Trustee or Beneficiary may, but need not, make any payment, but need not, make full or partial payments of principal or interest on prior encumbrances, obtain release from any tax sale or forfeiture affecting said premises or contest any tax or premises or said premises or contest any tax or assessment. All moneys paid for any of the purposes herein or moneys advanced by Trustee or Beneficiary to pay the mortgage hereon and the lien hereof without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement accruing to them on account of any default hereunder on the part of Grantors;

5. The Trustee or Beneficiary hereby assumed making any payment hereby authorized to appropriate public office without inquiry into the accuracy of such bill, statement or estimate;

6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest unpaid indebtedness secured by this Trust Deed, notwithstanding anything in the Loan Agreement, in making payment of any installment in the Loan Agreement, or when default shall occur or immediately if all or part of the premises are sold or transferred by the Grantors without their consent;

7. 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, appraiser's fees, court costs, disbursements and expenses, the cost of procuring all such documents, and all disbursements and expenses, and Beneficiary may deem it reasonable to incur, either to prosecute such suit or to receive title of premises. All expenditures and expenses of the trustee under this paragraph mentioned shall be borne by the annual percentage rate stated in the Loan Agreement of this Trust Deed, which shall be added to the principal of the loan, and shall be a part of the indebtedness secured by this Trust Deed. In any suit for the foreclosure hereof after accrual of such debt to foreclose whether or not actually 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 sale, including all such items as are mentioned in the preceding paragraph hereof, second, to the Trustee or Beneficiary, with interest thereon as herein provided, third, all principal and interest due, as 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 suit is pending, including all such items as are mentioned in the preceding paragraph hereof, shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver of such house, and, in case of a sale and deficiency, during the full statutory period, except for the intervention of such receiver, would be a lien in favor of the Trustee or Beneficiary for the control, management and operation of the premises, including the whole of said period. The Court may, if it shall deem it proper, foreclosing this Trust Deed, or any part thereof, upon such application is made prior to foreclosure sale, of 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 the defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times;

12. Trustee has no duty to examine the title, location, existence, or condition of the premises expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except by exercising any power herein given;

13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed is paid, the lien hereof, by proper instrument;

14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have full powers and authority as are herein given Trustee;

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors, and all persons and all persons liable for the payment of the indebtedness of any part of Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary;

hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good repair, (3) pay when due any indebtedness which may be secured by a lien superior to the discharge of such prior lien to Trustee or Beneficiary, (4) complete within a reasonable time any requirements of law or municipal ordinance with respect to the premises and the use thereof, (5) make

special assessments, water charges, sewer service charges, and other charges against the premises when in default hereunder Grantors shall pay in full under protest, in the manner provided by statute;

insured against loss or damage by fire, lightning or wind-storm under policies providing for payment of loss or injury in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, and such rights to be exercised by the standard mortgage clauses to be attached to each policy, and shall be about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration;

in any act hereunder before registration of Grantors in any form and manner deemed expedient, and may, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or refund any tax lien or other prior lien or title or claim thereof, or refund any tax lien or other prior lien or title or claim thereof, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other indebtedness which may be secured hereby and shall become immediately due and payable by this Trust Deed's surety. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any

taxes or assessments, may do so according to any bill, statement or estimate procured from the authority of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof;

when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all indebtedness on this Trust Deed to the contrary, become due and payable immediately in the case of default or in the performance of any other agreement of the Grantors herein contained, or ten days prior written consent;

Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, publication costs and costs which may be estimated as to items to be expended after the policies, Terms, certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem it reasonable to incur, either to prosecute such suit or to receive title of premises. All expenditures and expenses of the trustee under this paragraph mentioned shall be borne by the annual percentage rate stated in the Loan Agreement of this Trust Deed, which shall be added to the principal of the loan, and shall be a part of the indebtedness secured by this Trust Deed. In any suit for the foreclosure hereof after accrual of such debt to foreclose whether or not actually premises or the security hereof, whether or not actually commenced;

Following order of priority: First, an amount of all costs and expenses incident to the foreclosure sale, including all such items as are mentioned in the preceding paragraph hereof, second, to the Trustee or Beneficiary, with interest thereon as herein provided, third, all principal and interest due, as their rights may appear;

Such receiver shall have the power to collect the rents, issues and profits of said premises during the full statutory period, except for the intervention of such receiver, would be a lien in favor of the Trustee or Beneficiary for the control, management and operation of the premises, including the whole of said period. The Court may, if it shall deem it proper, foreclosing this Trust Deed, or any part thereof, upon such application is made prior to foreclosure sale, of the deficiency in case of a sale and deficiency;

No action for the enforcement of the lien or of any provision hereof shall be subject to the defense 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;

Trustee has no duty to examine the title, location, existence, or condition of the premises expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except by exercising any power herein given;

Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed is paid, the lien hereof, by proper instrument;

In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have full 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 and all persons liable for the payment of the indebtedness of any part of Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary;

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

91351030  
RECORDED

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

INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER

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Appendix A

LOT 29 AND THE SOUTH 1/2 OF LOT 30 IN BLOCK 190 IN RESUBDIVISION OF BLOCKS 189, 190, 191, 192 AND 193 IN SUBDIVISION OF COLUMBIA AND CHICAGO CANAL DOCK COMPANY OF THE FRACTIONAL SOUTH 1/2 OF FRACTIONAL SECTION 7 NORTH OF INDIAN BOUNDARY LINE AND W 1/4 OF THE EAST BRANCH AND CHICAGO BRANCH RAILROAD IN TOWNSHIP 12 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE EAST FRACTIONAL 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF FRACTIONAL SECTION 12 NORTH OF THE INDIAN BOUNDARY LINE AND THE EAST 1/2 OF THE FRACTIONAL SECTION 13 NORTH OF THE INDIAN BOUNDARY LINE AND THE NORTH FRACTIONAL 1/2 OF THE NORTH FRACTIONAL 1/2 OF THE SOUTH FRACTIONAL 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SOUTHWEST 1/4 OF FRACTIONAL SECTION 12, SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 12 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10247 S, BENSLEY, CHICAGO, IL 60617

91351030

Box 3917