

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 16, 1991, between JOHN P. PARKER AND VIRGINIA S. PARKER, HIS WIFE

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

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

Dollars (\$ 11,100.00), together with interest thereon at the rate of (check applicable box):

- 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 due 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 180 consecutive monthly installments: 180 at \$ 155.35, followed by 0 at \$.00 followed by 0 at \$.00 with the first installment beginning on AUGUST 19, 1991 and the remaining installments continuing on the same day of each month thereafter until fully paid.

WHEREFORE, 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 made, 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 COVENANT and WARRANT unto the Trustee, their heirs and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the CITY OF TINLEY PARK, COOK COUNTY, ILLINOIS, to wit:

UNDIVIDED INTEREST IN UNIT NO. 83 IN CAMBRIDGE PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL OF LAND IN THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, township 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 87052213 AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. COMMONLY KNOWN AS: 9241 DRUMMOND DRIVE, TINLEY PARK, IL 60477

PIN# 27-34-104-026-1083 which, with the property hereinafter described, is referred to herein as the "premises" DEPT-01 RECORDING \$13.29 TR2022 TR41 07/16/91 15 05 00

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 expressed, subject to 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 foot(s) of Grantors the day and year first above written.

Signatures of John P. Parker and Virginia S. Parker with Notary Public seal.

STATE OF ILLINOIS, County of COOK

UNDERSIGNED JOHN P. PARKER AND VIRGINIA S. PARKER, HIS WIFE



ARE personally known to me to be the same person as whose name ARE subscribed to the foregoing Instrument, appeared to me this day in person and acknowledged that THEY signed and delivered the said Instrument as THEIR true and voluntary act, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal this 16th day of JULY A.D. 1991

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

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EC121750 EQUITY TITLE COMPANY 100 NORTH LASALLE STREET SUITE 2105 CHICAGO, ILLINOIS 60602

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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 in condition and repair, without a suit, and free from mechanic's or other liens or claims for lien, or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of buildings or improvements new or at any time in process of erection 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 due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor, 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 by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same 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 material expiration.

4. In case of default therein, Trustee or Beneficiary may, but need not, make any payments, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, redemption from any tax sale or forfeiture affecting said premises or contest any tax or premium or settlement or other proceeds paid or received from any such sale or forfeiture, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the mortgaged premises 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 secured making any payment hereto, 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, when due according to the terms hereof, but notwithstanding anything in the Loan Agreement or 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 their consent.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, there shall be allowed and included as additional indebtedness in the decree for sale all attorney's fees, Trustee's fees, appraiser's fee, outlays for documentary and expert evidence, stenography of the decree, procuring all such abstracts of title, title searches and examinations, general searches, and any other expenses which may be incurred in the prosecution of such suit or suits, and the annual percentage rate stated in the Loan Agreement on this Trust Deed secures, when paid or received, in which either of them shall be a party, either as plaintiff, claimant or defendant, in any suit for the foreclosure hereof or for recovery of such debt, to foreclose whether or not actually a 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 as follows: (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 a sale; and (3) the balance, if any, shall be paid to the Grantors or their assigns, 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 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 the Grantors, at the time of sale, or be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, and in case of a sale and a deficiency, during the full statutory period for the intervention of such receiver, would be entitled to collect such taxes, interest and principal, management and operation of the premises during the whole of said period. The court having jurisdiction in such case may also appoint a receiver of the net income in the hands in payment in whole or in part of 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.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to the lien hereof 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 in 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 thereon, 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. 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 or this Trust Deed. The term 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 condition and repair, without a suit, and free from mechanic's or other liens or claims for lien, or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of buildings or improvements new or at any time in process of erection upon said premises, (3) comply with no material alterations in said premises except as required by law or municipal ordinance.

special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor, any tax or assessment which Grantor may desire to contest.

insured against loss or damage by fire, lightning or windstorm under policies providing for payment of such loss or damage to the lien hereof. (3) pay when due any indebtedness which may be secured by a lien on the premises of such prior lien to Trustee or to Beneficiary, (4) complete within a reasonable time any requirements of law or municipal or finance with respect to the premises and the use thereof, (5) make

perform any act herebefore required of Grantors to any form and manner deemed expedient, and may not purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or any tax lien or other prior lien or claim thereof, or of redemption from any tax sale or forfeiture affecting said premises and all expenses paid or received from any such sale or forfeiture, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the mortgaged premises 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.

ing 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.

when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all taxes or other prior liens or claims thereof, or of redemption from any tax sale or forfeiture affecting said premises and all expenses paid or received from any such sale or forfeiture, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the mortgaged premises 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.

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 as additional indebtedness in the decree for sale all attorney's fees, Trustee's fees, appraiser's fee, outlays for documentary and expert evidence, stenography of the decree, procuring all such abstracts of title, title searches and examinations, general searches, and any other expenses which may be incurred in the prosecution of such suit or suits, and the annual percentage rate stated in the Loan Agreement on this Trust Deed secures, when paid or received, in which either of them shall be a party, either as plaintiff, claimant or defendant, in any suit for the foreclosure hereof or for recovery of such debt, to foreclose whether or not actually a premises or the security hereof, whether or not actually commenced.

the following order of priority: First, on account of all costs and expenses incident to the foreclosure hereof, including attorney's fees, Trustee's fees, appraiser's fee, outlays for documentary and expert evidence, stenography of the decree, procuring all such abstracts of title, title searches and examinations, general searches, and any other expenses which may be incurred in the prosecution of such suit or suits, and the annual percentage rate stated in the Loan Agreement on this Trust Deed secures, when paid or received, in which either of them shall be a party, either as plaintiff, claimant or defendant, in any suit for the foreclosure hereof or for recovery of such debt, to foreclose whether or not actually a premises or the security hereof, whether or not actually commenced.

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defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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 or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

FOR RECORDERS AND OTHER PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE.

DELIVERY

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

INSTRUCTIONS

OR RECORDER'S OFFICE BOX NUMBER