

TRUST DEED

UNOFFICIAL COPY 8 91399800

91399800

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 5, 1991, between ALFREDO COLON AND

KAREN E COLON, HIS WIFE herein referred to as "Grantors", and STEVE H LEWIS AVP

of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Ford Consumer Finance Company, Inc. herein referred to as "Beneficiary", the legal holder

of the Loan Agreement hereinafter described, the principal amount of TWENTY TWO THOUSAND THREE HUNDRED AND

00/100**** Dollars (\$ 22,300.00)

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

[] Agreed Rate of Interest: % per year on the unpaid principal balances.

[X] 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 4.25 percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is 8.50%, which is the published rate as of the last business day of JUNE 30, 1991; therefore, the initial interest rate is 12.75% 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 10.75% per year nor more than 18.75% 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 AUGUST 12, 2006. XXXXXXXXXXXXXXXX gives 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 180 consecutive monthly installments: 1 at \$ 302.16, followed by 179 at \$ 278.47

followed by 0 at \$.00, with the first installment beginning on SEPTEMBER 12, 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, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors in 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 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 hereby present CONVEY and WARRANT unto the Trustee

its successors and assigns, the following described Real Estate, and all of the same, title and interest therein, situate, being and lying in the CITY OF ELK GROVE VILLAGE

COUNTY OF COOK AND STATE OF ILLINOIS, to-wit: LEGAL DESCRIPTION: LOT 2388 IN ELK GROVE VILLAGE SECTION 5, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1959 AS DOCUMENT NO 17429393, IN COOK COUNTY, ILLINOIS.

A/K/A: 535 MAPLE LANE, ELK GROVE VILLAGE, IL: 60007 PIN #: 08-33-206-017

DEPT-01 RECORDING \$13.29 76444 TRAN 115 08/07/91 14:51:00 00770 ID *-91-399800 COOK COUNTY RECORDER

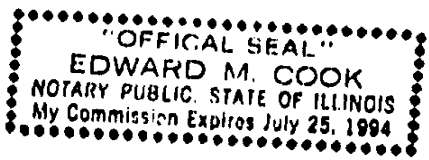
which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, tenures and profits

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. The trust, 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 hands and seals of Grantors the day and year first above written.

Alfredo Colon Karen E Colon



THE UNDERSIGNED Edward M. Cook, Notary Public, in and for and acting as and County, in the State aforesaid, DO HEREBY CERTIFY THAT ALFREDO COLON AND KAREN E COLON, HIS WIFE

who ARE personally known to me to be the same person whose name ARE subscribed to the foregoing Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal this 5TH day of AUGUST, A.D. 19 91

This instrument was prepared by MATT MROZEK, 100 N LASALLE, SUITE 2105 CHICAGO, IL 60602

1399

122405 EQUITY TITLE COMPANY 100 NORTH LASALLE STREET SUITE 2105 CHICAGO ILLINOIS 60602

91399800

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 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 mechanical or other liens or claims for liens not expressly subordinated to the lien hereof; (3) pay when due any real estate taxes which may be assessed by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make 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, special assessments, water charges, sewer rates, charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. Topographic details 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 against loss or damage by fire, lightning or windstorm 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 rights to be evidenced by the standard mortgage clause; 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 policies 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 perform any act hereof or otherwise 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any lien or other lien or title or claim thereof, or to do 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 mortgaged 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. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments may also according to any full statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title 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 in the Loan Agreement or in this Trust Deed to the contrary, become due and payable immediately in the event of default in making payment of any installment in the Loan Agreement, or to when default shall occur or continue for three days in the performance of any other agreement of the Grantors herein contained, or to immediately if all or part of the amounts are sold or transferred by the Grantors without the Grantors' prior written consent.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and incurred 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, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs, which may be estimated as to amount to be expended after entry of the decree of foreclosure, all such costs of title, title searches and examinations, guarantee policies, Tortious certificates, and similar data and a certificate with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence the indebtedness hereby secured hereby and to do from any tax sale or forfeiture affecting said premises. All expenditures and expenses of such nature as this paragraph mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon 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 any proceedings for the enforcement of any such suit for the foreclosure hereof after accrual of such indebtedness whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the 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, to pay all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof are to be secured and business additional to that mentioned by the Loan Agreement, with interest thereon as herein provided, 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.

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, with appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors, at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then encumbered 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 full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable in such cases for the protection, possession, control, management and operation of the premises during the whole of and period of the Court from time to time may authorize the receiver to apply the proceeds of such sale 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, here or become superior to the lien hereof or of such decree, in respect of such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

11. 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 entering same in an action at law upon the note hereby secured.

12. Trustee or Beneficiary shall have the right to map of the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given or less 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.

14. 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.

15. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor to Trust. Any Successor to Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under them 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 will 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.

OK

91293890

DELIVERY

NAME FORD CONSUMER FINANCE
 STREET ONE MIDAMERICA PLAZA, SUITE 500
 CITY OAKBROOK TERRACE, IL 60181

INSTRUCTIONS _____
 OR
 RECORDS OFFICE BOX NUMBER _____

MAIL ROOM

FOR RECORDING FEES IN FEES
 INSERT STICKET ABOVE OF ABOVE
 DESCRIBED PROPERTY HERE