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COOK COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE ONLY

TRUST DEED

7/06/92 , between TURAN M BEAMON AND THIS INDENTURE, made on 17/06/92 , between MARSHA BEAMON HIS WIFE, AS JOINT TENANTS

herein referred to as "Grantors," and Spive H. LEWIS A.V.P.

DALLAS, TEXAS

herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Grantors have promised to pay to FORD CONSUMER FINANCE COMPANY, INC. ref-rred to as the "Beneficiary," the legal holder of the Note hereinafter described, the principal amount of

, herein

of

to the terms of that certain Note of even date herewith executed by Grantors and delivered to Beneficiary (the "Note"). Interest accrues 16.840 % per year. on the unpaid principal balance of the Note at the rate of

110 consecutive monthly installments: 1 at \$ The Grantors promise to pay the said sum in the said Note in 716.76, followed by , with the first installment being on 08/10/92 and the reat\$ followed by 179 at \$ maining installments continuing on the same day of each month therea for until fully paid. All of said payments being made payable at such place as the Beneficiary or other holder may, from time to time, ir writing appoint.

NOW, THEREFORE, the Grantors, to secure the payment of the said abligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreen was herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt when of is hereby 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 CITY CHICAGO . COUNTY OF of

COOK AND STATE OF ILLINOIS, to wit: LOT 4 IN JONES RESUBDIVISION OF LOTS 1 TO 10 INCLUSIVE OF CHICAC' TITLE AND TRUST COMPANY'S SUBDIVISION OF LOTS 97 AND 98 IN DIVISION 2 IN WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST 1/2 OF THE SOUTH WEST 1/4 AND THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, CAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 2722 E. 77th ST., CHICAGO, ILLINOIS

TAX NUMBER: 21-30-314-016

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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 from 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.

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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof except

(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 to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default becauder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.

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- 3 Grantors shall keep at tribites in improvement roy of terrafter states 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 to 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 therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or settle any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the 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 Note 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 Truster or Beneficiary hereby secured making any payment hereby authorized relating 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Grantors shall per 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 anyther in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payable of any installment on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby see and shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, the any suit to foreclose the lien hereof, there shall be allowed and included 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 reasonable attorne, is fives. Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, it less and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Taustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and pay (b), with interest thereon at the annual percentage rate stated in the Note this Trust Deed secures, when paid or incurred by Trustee of Beneficiary in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them sacistics a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) peer trations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the certific 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, on account of all costs and expenses incident to the foreclosure proceedings, beliefing all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof volusitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal rod interest remaining unpaid on the Note; fourth, any overplus 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. Such appointment may be made either before or after sale, without notice, without neutral to the solvency or insolvency of Grantors at the time of application for such Receiver and without regard to the time of the premises or whether the same shall be then occupied as a homestead or not and the Trustee beteunder may be appointed as such Receiver. Such Receiver shall have the power to collect the rents, issues and profits of said premises during the grantoney of such foreclosure suit and, in case of a sale and a 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time 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 bereof or of such decree, provided such application is made prior to foreclosure sale; (2) 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 any 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 and access therete shall be permitted for that purpose.
- 12. 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 unless expressly obligated by the terms hereof, or 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.

- 13. Upon presentation of satisfactory by dence that all income the before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, 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 Note or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

WITNESS the hand(s) of Grantors the day and year first above written.

| WITNESS(ES): | GRANTOR(S): |
|---|---|
| Dâxa Wilbog | TURAN H REAHON TO BEAUTY |
| Donna W/KOSZ (Type or print nam | Marsher Bernon |
| Dona Wilbon (Signalur | e) |
| DONG WKO52 (Type or print name | e) |
| STATE OF ILLINOIS. | |
| County of COOK | |
| I. THE UNDERSIGNED | a Notary Public in and for the State |
| aloresaid DO HEREBY CERTIFY THAT TURAN AS JOINT TENANTS. | M. BEAMON AND MARSHA BEAMON HIS WIFE, |
| | |
| who ARE personally known to me to be the a instrument, appeared before me this day in person, and a | whose name S subscribed to the foregoing cknowledged that THEY signed and |
| delivered the said instrument as THEIR | free and voluntary act, for the uses and purposes therein |
| set forth. | |
| GIVEN under my hand and Noturial Scal this 6th | day of JULY , A.D. 1992 . |
| (Seal) | John Johnson |
| MOTARY PUBLIC. STATE OF ILLINOIS | A frew T. Forma |
| MY COMMISSION EXPIRES 1/16/96 | (Type or print name) |
| | · 4. |
| This instrument was prepared by: | 0, |
| DONNA WILKOSZ 415 N. LASALLE | $O_{\mathcal{C}}$ |
| CCMCAGO, 1L 60610 | STREET ADDRESS FOR RECORDER S WIDEX PURPOSES: |
| UN.) | 2722 E 773H |
| D | CHICAGO, IL 60649 |
| E L FORD CONSUMER FINANCE COMPANY, INC. | |
| I 250 E CARPENTER FRWY | o a a a a a a a a a a a a a a a a a a a |
| VIRVING, TX 75062 | 92490078 |
| R. | |
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