

TRUST DEED

UNOFFICIAL COPY

92573107

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made JULY 30TH

, 19 92, between LUNA OMILINSKY, DIVORCED AND

NOT SINCE REMARRIED

herein referred to as "Grantors"; and R.D. DAVIS

OPERATIONS VICE PRESIDENT
herein referred to as "Trustee", witnesseth:

of OAKBROOK TERRACE

, Illinois,

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of THREE THOUSAND SEVEN HUNDRED TEN

DOLLARS AND 24/100 XXXXXXXXXXXXXXXXXXXXXXXXXX Dollars (\$ 3710.24), together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 24.99 % 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. The interest rate will be NA percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is NA %, which is the published rate as of the last business day of NA, 19 92. Therefore, the initial interest rate is NA % 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 NA % per year nor more than NA % 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 5TH, 19 96. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantors premise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 48 consecutive monthly installments: 4 at \$ 124.52 , followed by 47 at \$ 123.00 , followed by 0 at \$ -0- , with the first installment beginning on SEPTEMBER 5TH , 19 92 and the

(month & Day)
remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at DESPLAINES Illinois, 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, 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 whereof 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, situated, lying and being in the DESPLAINES COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE ATTACHED RIDER

PARCEL 1:

UNIT NUMBER 9305-E IN THE HAMILTON COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25183472 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

92573107

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OFF PARCEL 1 AS SET FORTH IN THE GRANT OF EASEMENTS RECORDED AS DOCUMENT NUMBER 24693547 AND AS SET FORTH IN THE DECLARATION OF CONDOMINIUMS, RECORDED AS DOCUMENT NUMBER 25183472 OVER AND ACROSS A STRIP OF LAND, AS MORE FULLY SET FORTH IN EXHIBIT "H" ATTACHED TO THE AFORESAID DECLARATION OF CONDOMINIUM IN COOK COUNTY, IL.

PHILLIP M. WALTON

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
LUNA OMILINSKY, DIVORCED AND NOT SINCE REMARRIED

who 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 same
Instrument as HER free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Seal this 30TH day of JULY A.D. 19 92

PHILLIP M. WALTON

Notary Public

This instrument was prepared by

Laura Chmielewski
(Name)

ASSOCIATES FINANCE INC.
2606 A W DEMPSTER BOX 39
DESPLAINES IL 60016

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 mechanic's or other liens or claims for lien not expressly subordinated to the lien herein; (3) pay when due any indebtedness which may be incurred 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) comply 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 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 monies 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 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. Interest of Trustee or Beneficiary shall never be considered as a waiver of any right according 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 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 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 (a) immediately in the case of default in making payment of any installments in the Loan Agreement, 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 secured shall become due whether by acceleration or otherwise, 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 an additional indebtedness in the decree for said 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 fee, outlay for documentary and court costs, stenographer's charges, publication costs and costs which may be estimated to items to be expended after entry of the decree) of procuring a sale, sheriff's title, title insurance, recording, filing, advertising, attorney's fees and expenses, and similar due and payable with interest on the title as Trustee or Beneficiary may deem to be reasonably necessary to effectuate such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title and the value of the premises. All expenses and amounts of title, not used in this paragraph mentioned shall become so much additional indebtedness secured hereby and 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 (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of a cause 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 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, 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, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and 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 instrument, 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 application for such receiver and without regard to the then value of the premises or whether the same shall then be 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 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, 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 deficiency.

10. The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary of the loan date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, Grantors will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.

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

12. Trustee or Beneficiary shall have the right to inspect 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 unless 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 in Trust. Any Successor in 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 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.

02573137

FOR RECORDING AND TAX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DEPT-01 RECORDING
COOK COUNTY RECORDER
45997-3 E 45-92-573107
14888 TRAM 1932 Q8/04/92 11:33:00
#25,50

NAME _____
STREET _____
CITY _____

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

UNOFFICIAL COPY

97664 REGA 12-89 (1.B.)

RECORDED'S OFFICE BOX NUMBER .

OR

INSTRUCTIONS

ALREADY
PRINTED
NAME

DE LIVRE

FOR RECOMMENDED INDUSTRY PRACTICES
SEE THE STANDARDS OF PRACTICE OF THE
PROFESSIONAL ENGINEERING BOARD FOR ALBERTA

- DEPT-01 RECORDING \$25.50
T#8888 TRAN 1932 08/04/92 11:33:00
\$5997 # E *-92-573107
COOK COUNTY RECORDER

confidentiality and protection of personal information, and to take all reasonable measures to do so. The Trustee shall have full authority to take such other steps as may be necessary or appropriate to protect the personal information of the beneficiaries.

¹¹ The reason for the adoption of the law of any provision breaker shall be subject to any defense which would not be valid and available in the party corresponding since in the order of law no provision breaker shall be liable to any provision breaker.

10. The Trustee of Beneficiary has the right to exercise any powers or remedies given under this section in respect of the election of the first day before payment in full is due if payment is not made when due.

8. The maximum number of any consecutive set of 10 prime numbers will be distributed and supplied in the following order of priority, first, in accordance of its size and importance determined by the following criteria:

any other type of software security barrier, whether or not it is commercially committed, or (c) preparations for the defense of any threatened and/or threatened or prospective attack by persons who may profit thereby.

1. *What is the relationship between the different types of evidence?* Evidence can be categorized into several types based on its source and characteristics. Primary evidence is derived from the scene or subject matter itself, such as bloodstains or fingerprints. Secondary evidence is indirect proof that links the suspect to the crime, like a fiber found on a garment. Tertiary evidence is information from witnesses or documents that provides context or corroborates other findings. Forensic science plays a crucial role in analyzing and interpreting this evidence to build a case.

d. Government should pay each item twice. Total should never be paid back principal and interest, when due according to the terms of the loan. At the option of the creditor, all unpaid principal notes to Government, all

problems through their first set of controls by providing them with a set of pre-arranged controls. All managers can then be asked to list the first three or four controls they would use if presented with a particular problem.

Underpinning our policies are the principles of the Sustainable Development Goals, which call for us to be sustainable in each policy, and the principles of the Paris Agreement, which call for us to be sustainable in each policy.

3. **Geometric features** include the number of segments per feature, the number of vertices per segment, and the total length of all segments.

...and then, after a short time, the first signs of the disease appear. The first symptom is usually a slight increase in temperature, followed by a general feeling of malaise and loss of appetite. This is followed by a rash of small, reddish spots, which may be accompanied by a fever. The rash typically appears on the face and upper body, but can also affect the trunk and limbs. The rash may last for several days or weeks, and may be accompanied by other symptoms such as headache, muscle aches, and joint pain. In some cases, the rash may be preceded by a sore throat or cough. The disease is highly contagious and can spread easily through close contact with infected individuals.

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