

UNOFFICIAL COPY

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92688357

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made SEPTEMBER 11, 1992, between LUCILLE D.

HAYNES, SINGLE herein referred to as "Grantors", and R. D. DAVIS

OPERATIONS VICE PRESIDENT of OAK BROOK TERRACE, Illinois,
herein referred to as "Trustee", witnesseth:

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 sum of TWENTY NINE THOUSAND TWO HUNDRED ONE, DOLLARS AND 58/100***** Dollars (\$ 29201.58), evidenced by one certain Loan Agreement of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum in 180 consecutive monthly installments: 1 at \$ 432.26, followed by 179 at \$ 387.13, followed by -0- at \$ 0, with the first installment beginning on OCTOBER 20 19 92 month & Day

and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at DES PLAINES Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Loan Agreement is \$ 29201.58. The Loan Agreement has a Last Payment

Date of SEPTEMBER 20, 2002.

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, COVENANT and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, rights, title and interest therein, situated, lying and being in the CITY OF CHICAGO,

COUNTY OF COOK

AND STATE OF ILLINOIS, in whi

LOT 27 IN THE SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

TAX ID #:16-15-101-014

COMMONLY KNOWN AS: 4648 W MONROE, CHICAGO, IL 60644

DEPT-01 RECORDING \$23.50
T03333 TRAN 4220 09/16/92 1414100
00806 90-92-688357
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises".

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 Escrow Law 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 seal(s) of Grantors the day and year first above written.

Lucille D. Haynes
LUCILLE D. HAYNES

(SAL)

Bryan Haynes
BRYAN HAYNES

(SAL)

(SAL)

STATE OF ILLINOIS,

County of COOK

SP

I, PHILLIP M. WALTON,

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

LUCILLE D. HAYNES

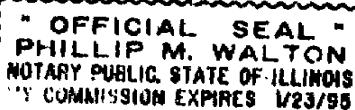
who IS personally known to me to be the same person whose name SHE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed and delivered the said instrument at A free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

A.D. 19

PHILLIP M. WALTON

Notary Public



This instrument was prepared by

PAMELA D. CRAIG
(Name)

2606 A W DEMPSTER, DES PLAINES
(Address)

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REVERSE

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 fees not expressly acknowledged to the lessor herein; (3) pay when due any indebtedness which may be accrued by a tax or charge on the premises superior to the lessor herein; 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 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 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 herein, 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, or release from any tax sale or forfeiture affecting said premises or contest any tax or promise to settle any tax lien or other prior lien or title or claim therof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All amounts 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 lessor herein, 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. Notice of Trustee or Beneficiary shall never be considered as a waiver of any right according to them or action of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary having secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim therof.
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 installment on the basis of payment, 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 so 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 lessor herein. In any suit to foreclose the lessor herein, there shall be allowed and included as 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, valuer, title examiner and expert's evidence, stenographer's 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, title searches and examinations, guarantee policies, trustee certificates, and similar data and assurances with respect to title as Trustee 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 this paragraph hereinabove 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, which 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 or the prosecution thereof after arrival 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 security herein, 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 incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph or not secured, 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, in their right may appear.
9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the time 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 be then occupied as a home 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 time after a period of redemption, whether there be redemption or not, as well as during any further time 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; (2) any tax, special assessment or other fee which may be or become superior to the lessor herein 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 lessor or of any provision hereof shall be subject to any defences, which would not be good and available to the party interposing same in an action at law upon the lessor hereby secured.
11. Trustee or Beneficiary shall have the right to inspect the premises at reasonable times and access thereto 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 powers herein given, unless definitely obligated by the terms hereof, nor its liability for damages or damages 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 a certificate indicating that all indebtedness secured by this Trust Deed has been fully paid, with a bill of sale after maturity, the Trustee shall have full authority to release the Trust Deed, the lessor shall be upon notice.
14. In case of the death of the lessor it is refused to act of Trustee, the Beneficiary shall have the authority to appoint a Successor to Trustee. Any Successor to Trustee hereunder shall have the identical title, powers and authority herein given Trustee.
15. This Trust Deed does not purport to, 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 a Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

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NAME ASSOCIATES FINANCE
STREET 2606 A W DEMPSTER AVE
CITY DES PLAINES, IL 60016

FOR RECORDS ONLY PURPOSES
NOTICE OF RECORDING OF ABOVE
DESCRIBED PROPERTY IS HEREBY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

600412 Rev. 11-91

82566357