

TRUST DEED

UNOFFICIAL COPY

Account #0203519

THE ABOVE SPACE FOR RECORDERS USE ONLY 32103865

THIS INDENTURE, made October 22, 1992, between James Strong and Jacqueline Y. Strong,

his wife F.E. Troncone, operations

Vice President of Oak Brook Terrace , Illinois,

herein referred to as "Grantors", and 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 principal amount of Forty-seven thousand Seven hundred and ninety-one

dollars and ninety nine cents Dollars (\$ 47,791.99),

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

Agreed Rate of Interest % 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 4.71 percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is 6.0 %, which is the published rate as of the last business day of September 1, 1992; therefore, the initial interest rate is 10.71 % per year. The interest rate will increase or decrease with changes in the Bank Prime loan rate when the Bank 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 Bank 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 8.71 % per year nor more than 16.71 % 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 November 1, 1997. 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 promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 60 consecutive monthly installments, 1 at \$ 1089.00, followed by 59 at \$ 1032.13, followed by 1 at \$.00, with the first installment beginning on December 1, 1992 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Oeland Park , Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, in consideration of the payment of the said sum herein in accordance with the terms, premises and covenants of this Trust Deed, and the performance of the covenants and agreements herein contained, the parties do hereby acknowledge and agree to record in the office of the Clerk of Cook County, Illinois, in the name of James E. Stark, the instrument 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 in Chicago, Illinois:

Cook

AND STATE OF ILLINOIS, COOK

City of Chicago

92800915

The North 37 feet one and one-half inches (except the North 4 feet one and one half inches thereof) of Lot 15 in Block 9 in Vincennes Road addition to Chicago, being a subdivision of the West 1/2 of the Southeast 1/4 and that part lying East of dummy Track of the East 1/2 of the Southwest 1/4 of Section 19, Township 37 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 11759 S Vincennes Chicago, IL

Parcel Number: 25 19 410 036

• DEPT-01 RECORDING \$23.50
• T4461 TRAN 0007 10/28/92 10:12:00
• 44285 200915
COOK COUNTY RECORDER

and with the property described is referred to herein as the "premises".

IT IS HEREBY covenanted and agreed between the Grantors and the Beneficiary, that the covenants, rights, privileges, interests, rents and profits

herein made and granted to the Grantors by the Beneficiary, for the purpose, and upon the uses and trusts herein set forth, free from all debts and benefits under and by virtue of the Homestead Protection 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.

James Strong
James Strong

SEAL

Jacqueline Y. Strong
Jacqueline Y. Strong

SEAL

SEAL

STATE OF ILLINOIS:

{ ss }

Cook

Clerk

Thomas E. Stark

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

James Strong and Jacqueline Y. Strong, his wife

are personally known to me to be the same person whose name they

Instrument appeared before me the day in person and acknowledged that

Instrument is their

free and voluntary act for the uses and purposes herein set forth

GIVEN under my hand and Notarial Seal this

22nd

Oct

1992

A.D. 1992

Notary Public

"OFFICIAL SEAL"

Thomas E. Stark
Notary Public, State of Illinois
My Commission Expires 14-8-95

This instrument was prepared by

Names

Signature

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 misbehavior or other blemishes, subject to a lien upon property subsequently substituted in the premises; 3) pay all taxes and indebtedness which may be levied by a tax or charge on the premises, prior to the lien hereof, and upon receipt of such statement and the discharge of such indebtedness to Trustee or to Beneficiary; 4) complete within a reasonable time any building or addition thereto at any time in process of construction and present the same to the appropriate authority for inspection and approval; 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 assessments, water charges, sewer service charges, and other charges against the premises when due, as well as a tax statement, if furnished to Trustee or Beneficiary, and, in either event, to the appropriate authority. If payment fails to be made within ten days after 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 full buildings and improvements now or hereafter constructed and process and pay against loss or damage by fire, lightning, or storm, under policies, providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay off 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 fire policy clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insufficiency, 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 cancel any tax or premium or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeit or affect 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 do so according to any bill, statement or estimate produced 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 (i) immediately in the case of default in making payment of any amount, statement on the Loan Agreement, or (ii) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (iii) 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 hereunder 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 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, notary for documentary and expert evidence, telegraph fees, publication costs and costs which may be estimated as to amounts to be expended after entry of the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, title 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 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 any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of (i) its trust deed or any indebtedness hereby secured, or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of, or right to foreclose whether or not actually commenced, or (iii) 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 the lien hereof, 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 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 statutory period of redemption, whether there be redemption or not, as well as during six 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, (2) taxes 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. 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 time, 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 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.

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 hereof, 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.

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Y

NAME

STREET

CITY

POR RECORDS OR INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____