

TRUST DEED UNOFFICIAL COPY

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THIS AGREEMENT IS FOR RECORDED USE ONLY

THIS INDENTURE, made NOVEMBER 12, 1992, between DAVID L. FULLER AND SUSIE FULLER HUSBAND AND WIFE AS JOINT TENANTS herein referred to as "Grantors" and F.E. TRINCONE of OAKRIDGE PIERCE, 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 TWENTY ONE THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS AND NINETY-NINE CENTS Dollars (\$ 21938.99) together with interest thereon at the rate of (check applicable box).

Agreed Rate of Interest 15.18 % per year on the unpaid principal balances
 ~~N/A~~ 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 N/A 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 N/A % which is the published rate as of the last business day of N/A 19N/A, therefore, the initial interest rate is N/A % 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 1/8th 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 N/A % per year nor more than N/A % 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 N/A 19N/A. 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 80 consecutive monthly installments of \$ 337.47 followed by 179 at \$ 309.72 followed by N/A at \$ N/A with the first installment beginning on DECEMBER 20 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 OAK PARK Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOTWITHSTANDING the promises to pay the said obligations, the Grantors warrant that the premises hereinafter described are free of all liens, mortgages, judgments, and other encumbrances and that the Beneficiary shall be fully and lawfully paid the principal amount of the loan and the interest thereon. The Trustee shall be deemed to have accepted the following described Real Estate and all of the interest, title and interest therein, together with all the rights and benefits thereon, to-wit: CITY OF CHICAGO COUNTY OF COOK STATE OF ILLINOIS to-wit:

LOT 30 IN BLOCK 6 IN MADLUNG AND EIDMANN'S SUBDIVISION OF PART OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 6945 S. SANGAMON, CHICAGO, IL. TAX NO. 20-20-421-016

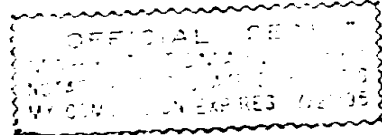
DEPT-C1 RECORDING \$23.50
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 COOK COUNTY RECORDER

WHICH with the property hereinafter described is referred to herein as the "premises".
 THE PARTIES with covenants and duties here attached together with conditions, rights, privileges, interests, uses and profits.
 TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the terms and conditions herein set forth. The Trustee, its heirs and assigns, and its successors and assigns shall defend the premises unto the said Trustee, its successors and assigns, forever, against all claims, judgments, liens and other encumbrances of the Illinois and Municipal Laws of the State of Illinois, which said rights and benefits the Beneficiary hereby accepts, releases and waives.

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.

David L. Fuller SEAL: *Susie Fuller* SEAL:
 DAVID L. FULLER SEAL: SUSIE FULLER SEAL:

STATE OF ILLINOIS
 COUNTY OF COOK
 MARY T. TOMASZEWSKI
 Notary Public in and for said State of Illinois, do hereby certify that
 DAVID L. FULLER AND SUSIE FULLER
 HUSBAND AND WIFE AS JOINT TENANTS
 ARE personally known to me to be the same persons whose names are subscribed to the foregoing instrument as THEIR (free and voluntary) for the uses and purposes therein set forth. I have read the contents of the foregoing instrument and know the contents thereof and the intent and meaning thereof. Witness my hand and Notarial Seal this 12TH day of NOVEMBER 1992.



This instrument was prepared by
 C. BELL, 7035 W. NORTH AVE., OAK PARK, IL. 60302

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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 mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (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 ordinance 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 explosion, 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, with companies satisfactory to the Beneficiary under insurance policies in case of loss or damage. In case of the Beneficiary, such rights to be exercised by the standard mortgage clause to be attached to each policy, and shall define 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 hereinafter required of Grantors in this deed, and in any event, said payment and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase discharge, redemption or settle any tax lien or other prior lien or claim thereon, 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 on such 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 satisfaction of Trustee or Beneficiary shall never be construed as a waiver of any right accruing to them by reason 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, and the validity of any tax assessment, sale of real estate or forfeiture of title or other matter thereon.
6. Grantors shall pay, with items 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 not constitute 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 a principal payment on the Loan Agreement or, if when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or, 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 which is 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 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, Title Insurance, appraisals, fees, notices, documentary and report expenses, stamping charges, publication costs and costs, which may be determined as items to be expensed after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Townships certificates, and a final data and assurance of title as Trustee or Beneficiary may deem to be reasonable, necessary or proper to prosecute such suit or to conduct such sales as any sale which may be had pursuant to such decree, the true indebtedness of 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 a lien payable or secured by Trustee or Beneficiary in connection with any proceedings, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed, any indebtedness hereby secured or if proceedings for the enforcement of any part of the indebtedness hereby secured, and all rights, franchises, whether or not actually commenced or in preparation for the defense of any threatened or in progress 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, an account of all moneys and expenses incident to the foreclosure proceedings, including all moneys 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 surplus to Grantors, the 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 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 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 full statutory 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 dividends, issues and profits, and all other proceeds which may be necessary or are usual in such cases for the protection, preservation, 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 to payments 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 hereof or of a 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 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 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 Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DELIVERY

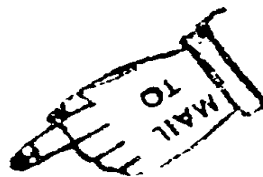
NAME

STREET

CITY

INSTRUCTIONS

ASSOCIATES FINANCE, INC.
7035 W. North Ave.
Ost. Park, Il. 60302



FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

6945 S. SARGAN

CHICAGO, IL

OR

RECORDEE'S OFFICE BOX NUMBER _____