

TRUST DEED **UNOFFICIAL COPY**

9208357

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 7, 1992, between BARBARA J. HERRON,

DIVORCED AND NOT SINCE REMARRIED herein referred to as "Grantors", and _____

STEVE H. LEWIS A.V.P. of DALLAS, TEXAS, Illinois,

herein referred to as "Trustee"; witnesseth:

THAT, WHEREAS the Grantors have promised to pay FORD CONSUMER FINANCE COMPANY, INC. herein referred to as "Beneficiary", the legal holder

of the Loan Agreement hereinafter described, the principal amount of NINETEEN THOUSAND SEVEN HUNDRED THIRTY

AND 08/100 Dollars (\$ 19,730.08),

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 5.25 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 6.50 %, which is the published rate as of the last business day of January, 1992; therefore, the initial interest rate is 11.75 % 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 5% in any year. In no event, however, will the interest rate ever be less than 3.75 % per year nor more than 18 % 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 February 12, 2007. 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 180 consecutive monthly installments at \$ 252.93, followed by 179 at \$ 233.61,

followed by 0 at \$ 0.00, with the first installment beginning on MARCH 12, 1992 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 IRVING, TEXAS Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

IN WITNESS WHEREOF, 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 have performed, and also in consideration of the sum of One Dollar (or more) paid to the Trustee, do hereby acknowledge, do hereby expressly 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, being and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 19 IN TENINGA BROTHERS AND COMPANY'S 7TH BELLEVUE ADDITION TO ROSELAND BEING A SUBDIVISION OF THE SOUTH HALF OF LOT 21 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKA: 10554 S. UNION CHICAGO, ILLINOIS
TAX #: 25-16-115-009

DEPT-01 RECORDING \$23.50
1211 TRAN 0348 02/11/92 14:45:00
COOK COUNTY RECORDER

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 purpose, 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.

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.

Barbara J. Herron (SEAL) _____ (SEAL)
BARBARA J. HERRON (SEAL) _____ (SEAL)

STATE OF ILLINOIS

County of Cook

THE UNDERSIGNED

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

BARBARA J. HERRON, DIVORCED AND NOT SINCE REMARRIED

who is personally known to me to be the same person whose name is subscribed for the foregoing Instrument, appeared before me this day in person and acknowledged that she signed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of February, 1992.

[Signature]
Notary Public

OFFICIAL SEAL
DENISE M. FRIEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES FEB. 8, 1995

This instrument was prepared by

DENISE FRIEL 221 N. LASALLE, STE 2404 CHICAGO, IL 60601

(Name)

(Address)

H F

2350

0-2769 Consumers Title

9208357

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/20/2018

11/20/2018

UNOFFICIAL COPY

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

1. Grantors shall promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. It keep said premises in good condition and repair, safe of waste and free from mechanics or other liens or claims to be not expressly subordinated. The lien hereof shall 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 lien hereof. Trustee or Beneficiary shall complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantors shall pay before any maturity date 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 demand, furnish to Trustee or 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 company of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All companies satisfactory to the Beneficiary, under insurance policies payable in case of loss or damage, to Trustee or 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 hereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder in fulfillment of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior or current indebtedness of any and purchase discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting or contest any tax or purchase or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes 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 on the Loan Agreement this Trust Deed secures. Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them in an account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary in case of 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 in full all 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 immediately in the case of default in making payment of any principal or interest on the Loan Agreement or in when due, both principal and interest, for three days, in the manner of any other agreement of the Grantors herein contained or so immediately in full or in part of any indebtedness hereof or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indebtedness herein 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 the additional indebtedness in the description of all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee or Beneficiary's cost for documentary and expert witness, stenographer, charges, publication costs and costs which may be estimated as to means to be expended after entry of the decree of foreclosure, of preparing and recording of the title searches and examining the same, generally, and of any state and local taxes in the respect to title as Trustee or Beneficiary may deem to be reasonably necessary, other than those set forth in paragraph one, such suit or suits to holders of any subordinate lien, to satisfy the same conditions, 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 shall become immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement on 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 this trust deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof or for actual or potential right to foreclose whether or not actually commenced, or in preparation 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; 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 trust deed, the court in which such bill is filed may appoint a receiver of and 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, used 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 receive of said rents and profits 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 such rents, issues and profits, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole of said period of redemption 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 to make special assessment or other lien which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a foreclosure deficiency.

10. The Trustee or Beneficiary has the option to demand that the balance due on a 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 of 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 of any part thereof, whether or not such persons shall have executed the Loan Agreement of this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DELIVERY

NAME FORD CONSUMER FINANCE
DOC FOLLOW UP DEPT.
STREET 250 E JOHN CARPENTER FRWY
SUITE 6 DECKER
CITY IRVING, TEXAS 75062



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

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER _____

32088357