TRUST DEED UNDER CIALOCOPY

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made	February 11		, 199 <u>2</u> _, betwee	n <u>Wilma E. Cole</u>	man, divorced and
not since remarr	ried	he		"Grantors", and <u>Dale</u>	
Operations Vice Presherein referred to as "Trustee"		of	OAk Brook Ter	race	, Illinois,
THAT, WHEREAS the Granton	rs have promised to pa	y to Associates I	Finance, Inc., herein	referred to as "Beneficia	ry", the legal holder
of the Loan Agreement hereina	ifter described, the pi	incipal amount o	of Seventy-Si	x Thousand One Hur	ndred Twenty-One
and 63/100 *********** together with interest thereon a			*****	***** Dollars (\$ 76	5121.63),
Agreed Rate of Interest:	nis is a variable interest II be 8.87 percential Prime Loan and the prime Loan are when the Prime aperce at age point from the percentage point from the following the percentage point from the following percentage point from the following the prime at a percentage point from the following the prime at a percentage point from the following the said sum in the state monthly install me the prime following on the same day of the said on the same day of the percentage perce	st rate loan and the centage points about the is6.50. If interest rate is the loan rate, as come the Prime loan rear. In no event, rest rate will not given effect by loan and every 1February 2 last payment du said Lan Agree ents: _1 at \$ e first instal men of each month the	ne interest rate will it ove the Prime Loan. %, which is the public state of the last business in rate on which the change before the changing the dollar comment of even date in the last business in rate on which the change before the changing the dollar comment of the loan. The last business is the loan which is the last business of the loan. The last business contains the last business of the loan which is the last business of the loan. The last business contains the last b	ncrease or decrease with a Rate published in the Fede published rate as of the lar. The interest rate will it day of the preceding mond current interest rate is base interest rate ever be less the First Payment Date. amounts of the remaining so that the total amount of Associates waives the right erewith, made payable to followed by 179 at Sarch 20 (Month & Day) and. All of said payments	ast business day of nerease or decrease th, has increased or ed. The interest rate ian 13.37 % per growthly payments due under said Loan to any interest rate to any interest rate in 1084.90 19 92 and the being made payable
NOW, THEREIPORE, the Grantors to secure it contained, by the Grantins to be performed, and al- its successors and assigns, the following described	he payment of the said obligation in two in consideration of the sum of D I Real Estate and all of their estate,	accordance with the terms, ne Dollar in hand paid, the fittle and interest therein, s	propose is and immissions of the receipt when red as bernby action	A Trust Dard and the performance of the alcohed, do by these presents CONVEY at CLLY OF Chicago	WITTING STOPROSTIC
LOT 13 IN H.C. EDMUNI INCLUSIVE IN BLOCK 8 WEST QUARTER OF SECTI IN COOK COUNTY, ILLIN	O's RESUBDIVISI IN SOUTH JACKS ION 24, TOWNSHI	ON PARK SUBI P 38 NORTH,	DIVISION OF 19 RANGE 14 EAST	© NORTH WEST QUAR CE THE THRID PRI	TER OF THE SOUTH
PIN: 20-24-311-017				\(\sigma\)	
which, with the property hereinafter described, is TOGETHER with improvements and fixtures is	•		its, reuts and profits	$O_{\mathcal{S}_{n}}$	
TO HAVE AND TO HOLD the premises unto of the Homestead Escinption Laws of the State of	the said Truttee, its soccessors and fillinois, which said rights and bene-	assigns, forever, for the pur- tus the Orantors do hereby	rposes, and injoin the uses and to expressly release and waise	usts herein sei firith. Bee fro o al raghts a	and benefits under and by situe
This Trust Deed consists of deed) are incorporated herein be WITNESS the hand(s) and s	y reference and are a p	oart hereof and sh	all be binding on the	aring on page 2 (the .e.e. Grantors, their heirs, see	se side of this trust cessors and assigns.
Wilma E. Coleman	<u>)</u>	(SEAL)	·································		(SEAL)
The by Coleman		= (SEAL)			(SEAL)
STATE OF ILLINOIS.	SS a Young	Steve Barto		aforesaid, DO HEREBY CERTIFY THAI	
County of COOK	1			ed and not since	
OFFICIAL SEAL STEVE BARTELS NOTARY PUBLIC STATE OF ILLIH MY CORMISSION FTP NOV. 26,19	OIS Instrume	nt, appeared before me this	1.1 (-)	abe	substitled to the foregoing signed and delivered the said A D 19. 92 Nosary Public
	This instrument was pro				
	Christ	i Petersen	2606	-A Dempster, Des I	Plaines, IL

33.Mail

UNOFFICIAL COPY

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

- 1. Grantom 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) seep 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 hereof; (3) pay when due any indebtednass 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 buildings now or at any time in process of rection upon said premises; (5) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any tenesty attaches all general taxes, and shall pay special taxes, apscual assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trusteeur to Beneficiary duplicate receipts therefor. To prevent default because of Crantors shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Grantor may desire to contest.
- 5. Grantors shall keep all buildings and improvements now at hereafter situated on ead 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 construing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Heneficiary, under insurance policies payable, in case of loss or damage, to Trustee for 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 cospective dates of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act betembefore 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 tag her or other prior ben or title or claim thereof, or redeem from any tag sale or infeiture affecting said premises or contest any tag or assessment. All moneys paid for any of the purposes better authorized and all expenses paid or incurred and all expenses paid in coursed on therewish, including attorner's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the her 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 inscion of Trustee or fleneficiary shall never be considered as a waiver of any right according to them on account of any default becomes on the part of Grantons.
- 5. The Trustee or Beneficiary bereby 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, forfesture, tax here or little or risin thereof.
- 6. Granters shall pay each 1: 0. of indebtedness herein mentioned, both principal and interest, when due according to the terms hereif. At the option of Beneficiary, and without notice to Granters, all unpaid indebtedness secured by 1. is 1. until Deed to the contrary, become due and payable in immediately in the case of default in making payment of any installation. On the Lonn Agreement, or the when default shill occur and continue for three days in the performance of any other agreement of the Granters berein contained, or le) immediately if all or part of the premines are sold or transferred by the Granters without Beneficiary's prior written consent.
- 7. When the indebtedness hereby ecu red shall become due whether by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the hen hereof. In any suit to foreclose the tien 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, appraises, i.e., attiny for documentary and expert evidence, stengarphers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decrees of procuring all such a size to affitted, title searches and examines policies. Torrens certificates, and similar data and assurances with respect to the less Trustee or Beneficiary may drem to be reasonablly in certification, and expert evidence to be decree to the decree of the right of the nave in this paragraphy mentioned shall become so much additional indebtedness accurate bereity and immediately due and parable, with this paragraphy mentioned shall become so much additional indebtedness accurate bereity and immediately due and parable, with extense of the annual percentage rate stated in the Loan A, received the foreclose when paid incurred by Trustee or Beneficiary in connection with an any proceeding, including problem and barrapter proceedings, to which either of them shall be a party, they approach and incurred by Trustee or Beneficiary in connections thereby accurately on the proceedings whether or not actually commenced; or (c) preparations for the defense of any threatened aut 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 process 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 pre-sale given priority and prior
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, be court in which such bill is filed may appears a receiver of and premises. Such appointment may be made either before ur after sale, without notice, without regard to the solvency or insolvency of Unitor 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 a papeared as authors period fredering the power to collect the renta, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a difficiency, during a statutory period of rederingtion, whether there be redemption on not, as well as during an further times when Grantors, except for the intervention of such receiver, would be entitled to collect such resists, is used and profits, and all other powers which may be necessary or are usual in such cases for the protection, proceeding that the collect such resists in such cases for the protection, proposed in a such application of the premises during the whole of said period. "our from time to time may authorize the receiver to apply the net income in its hands in payment in part of (11 The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or an star, special assessment or other hen which may be or become superior to the hen hereof or such decree, provided and application is made prior to foreclosure sale; (21 the deficiency in case of a si e of officiency).

 10. The Trustee or Tenefficiary has the replace the payment vector and feed of the lean date of the lean and annually be each subsequent anniversary date if the loan has a fixed interest rate. If the input is exert set for a result be assert acquire mone of the election at least 90 days before payment is not made when due. Thus the right to exercise any terminate 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 wer a thereto shall be permitted for that purpose.
- 13. Trustee has no duty to examine the title, location, existence, or condition of the premises, not an Trustee be obligated to record this trust deed or to exercise any power betein given unless expressly obligated by the ferms hereof, nor be fishle for any acts or unissions hereunder, except in case of gire, neg ignore 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 Triol Deed has been fully juid, either before or after muturity, the Trioler shall have full authority to release this tests deed, the lien thereof, 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 success or in Trust. Any Successor in Trust hereunder shall have the identical appoint a success or in Trust. Any Successor in Trust hereunder shall have the identical appoint a success or in Trust. Any Successor in Trust hereunder shall have the identical
- 16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or a rough Grantors, and the word "Grantors" when used herein shall include all such persons and all persons and all persons and all persons and all persons are all the persons are all persons are all persons are all the persons are all persons are all persons are all the persons are all persons are all persons are all the persons are all persons are al

FOR RECORDERS 'AD' & PURPOSES INSERT STREET AD' RE' A OF ABOVE DESCRIBED PROPERTY PURE NAME DES FLAIMES, HAIMOIS 60016 STREET RELEGIEU IM YOORZ VEROCIVEER MAYAGE INC

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER