

(THE ABOVE SPACE FOR RECORDERS USE ONLY)

THIS INDENTURE, made FEBRUARY 13, 1992, between CHOLLIE E. HARRIS, A WIDOW AND NOT SINCE REMARRIED

herein referred to as "Grantors," and STEVE H. LEWIS, A.V.P. of DALLAS TEXAS herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Grantors have promised to pay to FORD CONSUMER FINANCE, herein referred to as "Beneficiary," the legal holder of the Loan Agreement hereinafter described, the principal amount of THIRTY FOUR THOUSAND ONE HUNDRED NINETY THREE AND 37/100S\*\*\*\*\* Dollars (\$ 34,193.37\*\*\*), together with interest thereon at the rate of:

Agreed Rate of Interest: 16.19 % per year on the unpaid principal balances.

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: 1 at \$ 506.71, followed by 179 at \$ 506.71 followed by 0 at \$ .00, with the first installment beginning on MARCH 19, 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 IRVING TEXAS, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, WHEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and conditions 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 CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, share, lying and being

CITY OF CHICAGO COOK COUNTY OF ILLINOIS, to wit: LOT 14 IN BLOCK 9 IN THE SUBDIVISION OF BLOCKS 5, 10, 19 AND 24 THE EAST 1/2 OF BLOCKS 6, 9 AND 20, THE WEST 1/2 OF BLOCKS 4, 11 AND 18; LOTS 1 AND 4 IN BLOCK 23 AND LOTS 2 AND 3 IN BLOCK 25 IN FERNWOOD, A RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-09-410-034 CKA: 10032 S. YALE, CHICAGO, IL 60628

DEPT-11 RECORD.T \$23.50 T47777 TRAN 4952 02/14/92 14:31:00 \$7352 \$ G \*-92-095300 COOK COUNTY RECORDER

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

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 purposes and trusts herein set forth, free from all rights and benefits under and by a line 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 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.

Chollie E. Harris

CHOLLIE E. HARRIS

STATE OF ILLINOIS

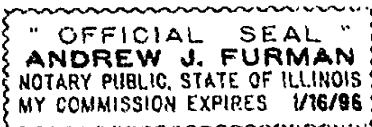
County of COOK

THE UNDERSIGNED

I, CHOLLIE E. HARRIS, A WIDOW AND NOT SINCE REMARRIED

who IS personally known to me to be the same person whose name IS subscribed to 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 13TH day of FEBRUARY, A.D. 1992



This instrument was prepared by

R. JONITES 415 N. LASALLE SUITE 402, CHICAGO, IL 60610

2350 -92-095300

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

1. Grantor 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 encumbrances or other liens or claims for lien and especially 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 receipt 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 in any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinance and 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. Grantor shall pay before any priority attacks all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. In the event of default hereunder Beneficiary shall pay in full under protest. In the manner provided by statute, any tax or assessment which Grantor may desire to contest.

3. Grantor shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or rebuilding the same or to pay to full the indebtedness secured hereby, all to companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such policies 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 shall to a copy, shall deliver same within ten days prior to the respective dates of a expiration.

4. In case of default there in, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder required of Grantor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any other lien or other prior lien or claim thereon, or make any loan or advance or foreclose or otherwise sell premises or content any tax or assessment, or take any tax lien or other prior lien or claim thereon, or take any loan or advance or foreclose or otherwise sell premises or content any tax or assessment. All moneys paid for any of the purposes aforesaid are 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 mortgage 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. Trustee or Beneficiary shall never be considered a trustee or agent of any right existing to them on account of any default hereunder on the part of Grantor.

5. The Trustee or Beneficiary may by record making any payment hereon by authorized collecting to taxes or assessments, any other sums owing 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, sale, foreclosure, tax lien or title or claim thereon.

6. Grantor shall pay each item of indebtedness hereon in accordance with principal and interest, when due according to the terms hereof, and without order to Grantor, 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 Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantor hereon in violation of, or in breach of, if all or part of the premises are sold or transferred by the Grantor without Beneficiary's prior written consent.

7. When the indebtedness hereon 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 always and in addition to the debts for such 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, any fee for documentary and export tax, stamp, photocopy, charges, publication cost, and costs (which may be estimated as to items to be a special item) of the delect of purchasing all such abstracts of title, title searches and examinations, purchase policies, conveyance certificates, and similar debt and assessments with respect to title as terms of Beneficiary may deem to be reasonably necessary either to prosecute such suit or to defend or to obtain a release of any such which may be had pursuant to such decree the true condition of the title to the premises. All expenditures and expenses of the nature in the paragraph aforesaid shall be come 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 shall be paid by Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any link, business hereon secured or the proceedings for the enforcement of any part of the terms hereof after account of such right to foreclose, whether or not actually commenced, or to prosecution for the defense of any judicial 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, or the instrument hereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to Beneficiary, their heirs, legal representatives or assigns, as the right may appear.

9. Upon, 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 of Grantor 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 encumbered 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or be used in such cases for the protection, 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 other foreclosure this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or to any other lien, 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 hours and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, nor 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 indemnity 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 thereon, 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 Grantor and all persons claiming under or through Grantor, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on any part hereof, 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.

0056026  
QUALITY

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

INSTRUCTIONS

OR  
RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OR ADDRESS  
DESCRIBED PROPERTY AND

RAMHUT WASHINGTON  
22881W