

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made FEBRUARY 26, 1992, between EUMENO ROMO AND HAYDEE ROMO, HIS WIFE

herein referred to as "Grantors," and STEVE H. LEWIS,  
DALLAS, TX

APP

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 EIGHTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-EIGHT AND 60/100\*\*\*\*\* Dollars (\$ 87,288.60), together with interest thereon at the rate of:

THIS IS A VARIABLE INTEREST RATE LOAN AND THE INTEREST RATE WILL INCREASE OR DECREASE WITH CHANGES IN THE PRIME RATE. The Prime Rate ("Index") is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal. The interest rate is subject to change semi annually, and will be determined by the sum of the Prime Rate plus a "Margin" as stated below. The date on which your interest rate will be subject to change is the "Rate Change Date." The date on which the value of the Prime Rate is examined for purposes of determining the interest rate is the "Rate Determination Date," and will be the last business day of the second month prior to any Rate Change Date.

The Prime Rate as of the last business day of JANUARY, 1992, is 6.50 percent; your Margin is 4.25 percent; therefore, the "current" interest rate is 10.75 percent per year.

However, until your sixth payment due date, your interest rate is discounted and will be 9.25 percent per year.

Beginning with the sixth payment due date, the interest rate will be 4.25 percentage points (Margin) greater than the Prime Rate as of the last business day of the second month prior to the month in which the sixth payment is due (Rate Determination Date). Thereafter, the interest rate will increase on the twelfth payment due date and every six months thereafter (Rate Change Dates), if the highest Prime Rate as of the appropriate Rate Determination Date has increased or decreased by at least one quarter of a percent point from the Prime Rate for the previous six month period. Interest rate changes will be effective upon 25 days written notice. During the first twelve months, the interest rate cannot increase more than three percent above the "current" (non discounted) interest rate. Thereafter, the interest rate cannot increase more than three percent in any twelve month period. In no event, however, will the interest rate ever be less than 6.50 percent per year, nor more than 18.00 percent per year. If the Index is no longer available, Lender will choose a new index which is based upon comparable information. Lender will give notice of this choice. Lender reserves the right to waive part or all of any adjustment resulting from an interest rate increase. I agree to pay interest after maturity the agreed rate of interest that is in effect as of the maturity date, until paid in full.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, delivered in 180 consecutive monthly installments: 6 at \$ 739.25, followed by 173 at \$ 827.25, followed by 1 at \$ 67,390.83, with the first installment beginning on APRIL 2, 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, TX or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW THEREFORE, 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 to be performed and/or in consideration of the sum of the money hereinabove recited, do hereby acknowledge and do hereby present and convey and WARRANT unto the Trustee its successors and assigns, all of their estate, title and interest therein aforesaid, lying and being

in the CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, now in LOT 43 (EXCEPT THE WEST 15 FEET THEREOF) AND THE WEST 20 FEET OF LOT 44 IN BLOCK 4 IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
AKA: 4822 W. SCHUBERT, CHICAGO, ILLINOIS TAX# 13-28-407-023  
which, with the property hereinafter described, is referred to hereinafter as the "property".

TOGETHER with improvements and fixtures now attached thereto with all documents, rights, privileges, interests, rods and profits  
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns. However, for the purposes and effect of this instrument, both for and against the said Trustee, its successors and assigns, the property is held in trust for the benefit of the Grantors, for a period of time not to exceed five years, commencing January 1, 1992, and ending December 31, 1996.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page two are incorporated by reference and are in part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hands(s) and seal(s) of Grantors the day and year first above written.

*Eumenio Romo*

(SEAL)

(SEAL)

EUMENO ROMO

*Haydee Romo*

(SEAL)

(SEAL)

HAYDEE ROMO

STATE OF ILLINOIS{ }  
SSCounty of COOK

## THE UNDERSIGNED

a Notary Public in and for and residing in Cook County, in the State of Illinois, DO HEREBY CERTIFY THAT  
EUMENO ROMO AND HAYDEE ROMO, HIS WIFE

who ARE personally known to me to be the same person, S whose name ARE subscribed to the foregoing  
Instrument appeared before me this day in person and I knowledged that THEY signed and delivered the said  
Instrument. THEIR free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 26th day of FEBRUARY, A.D. 19 92

*Andrew J. Furman*  
Notary Public

This instrument was prepared by

SHERRI L. JAMES 415 N. LASALLE STE. 402 CHICAGO, IL 60610

(Name)

(Address)

IL300228

2350

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# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements, new or otherwise, on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste, and free from infestation, so as to be fit for habitation and in a habitable condition at the time of the discharge of such prior trust or trustee, or by December 1, to complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances *with respect to the premises and the use thereof*; (4) make no unauthorized 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 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 Grantors 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 provided for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to trustee or beneficiary for the benefit of the Beneficiary, such rights to be evidence 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 loss or damage to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, trustee or Beneficiary may, but need not, and may not demand or perform any act or procedure required of Grantors in any form and manner deemed expedient and lawful, but nevertheless, make full or partial payments of principal or interest or premium, and taxes, and practice a distraint, compromise or settle any tax, loan or other obligation of any kind or claim thereon, or release from any tax or other claim affecting said premises or *any part thereof*, or a portion of the same, or any tax or other prior tax or debt or claim derived or arising from any tax sale or foreclosure affecting said premises or *any part thereof*. All monies paid for one of the purposes herein authorized and all expenses spent or incurred in connection therewith, including attorney's fees, and any other amount expended by trustee or Beneficiary to protect the ownership of premises and the *lien thereof*, shall be accounted 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 thus Trust Deed secures. Function of trustee or Beneficiary shall never be considered as a waiver of any right according to them in case of any default hereunder on the part of Grantors.

5. The trustee or Beneficiary hereby secures making any payment hereof by authority of filing to taxes, assessments, may do so according to any full statement or estimate prepared from the appropriate public office without liability to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, etc., *lien or title or claim thereof*.

6. Grantors shall pay each item of indebtedness which is not covered by the principal and interest or from time to time 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 contained in the Loan Agreement or in this Trust Deed to the contrary, become due, and payable, and immediately in the case of default in making payment of any amount on the *lien thereof* or to secure a debt or claim, and continue for three days in the performance of any other agreement of the Grantors as so contained, or (c) immediately if all or part of the property as so set forth or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indebtedness hereunder shall become due whether by acceleration or otherwise, Beneficiary or trustee shall have the right to foreclose the *lien thereof*. In any suit to foreclose the *lien thereof*, there shall be allowed, and included as additional indebtedness, the costs of sale, all expenditures and expenses which may be paid or incurred by or on behalf of trustee or Beneficiary, including attorney's fees, trustee's fees, appraisers' fees, court, law, documentary and expert evidence, stamping charges, publication costs and costs of which may be charged as to items to be expended after any of the expenses of procuring all such abstracts of title, title searches and examinations, insurance policies, attorney certificates, and similar documents and instruments with respect to title to the *lien thereof* may accrue to the reasonably necessary effort to procure such title or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title and the value of the property. All expenditures and expenses of the trustee to the paragraph mentioned shall become Secured additional indebtedness secured hereby and immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement that Trust Deed secures, a sum paid or incurred by trustee or Beneficiary in connection with title to property, including probable and likely expenses, plus a sum of one-half of one percent of the principal amount or balance due on account of such right to foreclose whether or not actually commenced, or (e) prepayments 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 those evidenced by the *Loan Agreement* with interest from time to time 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 thereof*, 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 service of process, or notice of claim at the time of application for such receiver and without regard to the *lien value* of the premises or whether the same shall then be occupied as a home, tenanted or unoccupied. The receiver under the court may be appointed under receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and administration, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, could 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 to payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or (2) special assessment or other lien which may be of benefit *superior to the *lien thereof**, in such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of 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 *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, nor condition of the property 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 then 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 one herein given to 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* of this Trust Deed. The term Beneficiary as used herein shall mean and include my successors or assigns of Beneficiary.



FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

NAME: FORD CONSUMER FINANCE  
STREET: 100 E JOHN CARRPENTER FRwy  
CITY: SUITE 6 - DECKER  
IRVING, TX 75062

## INSTRUCTIONS

OR

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

3/27/87  
HJM