

92152568

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made MARCH 6 19 92 between TODD W. YEITMAN, A BACHELOR herein referred to as "Grantors," and STEVE H. LEWIS hereinafter referred to as "Trustee," witnesseth:

THAT, WHEREAS the Grantors have promised to pay to FOMI CONSUMER FINANCE, herein referred to as "Beneficiary," the legal holder of the Loan Agreement hereinafter described, the principal amount of FOURTEEN THOUSAND NINE HUNDRED THIRTY-FIVE AND 00/100***** Dollars (\$ 14,935.00) 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 FEBRUARY 19 92 is 6.50 percent; your Margin is 5.00 percent; therefore, the "current" interest rate is 11.50 percent per year. However, until your sixth payment due date, your interest rate is discounted and will be 9.99 percent per year.

Beginning with the sixth payment due date, the interest rate will be 3.00 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 percentage 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 at 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, and delivered in 181 consecutive monthly installments: 6 at \$ 160.42, followed by 174 at \$ 174.13, followed by at \$, with the first installment beginning on APRIL 11 19 92 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 lender may, from time to time, in writing appoint.

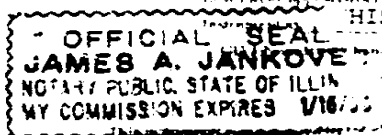
NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements hereon contained, by the Grantors to be performed, and also in consideration of the sum of Dollars hereinafter stated, the receipt is hereby acknowledged of the three persons CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate in all of their estate, title and interest therein, to have, to hold and to convey in the CITY OF MIDLOTHIAN COUNTY OF COOK AND STATE OF ILLINOIS, to-wit: THE SOUTH 70 FEET OF NORTH 1/2 OF LOT 27, THE SOUTH 70 FEET OF NORTH 1/2 OF EAST 1/2 OF LOT 28 ALL IN MIDLOTHIAN HIGHLANDS, NO. 2, A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF EAST OF THE CHICAGO ROCK AND PACIFIC RAILROAD COMPANY LANDS AND WEST OF THE EAST 693 FEET THEREOF, OF THE SOUTH WEST 1/4 OF SECTION 11 TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, as heretofore described, is referred to herein as the "premises." AKA: 14842 S. HAMLIN TRS: 26-11-306-029

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and uses in the hereinafter set forth, free from all rights and benefits which may be claimed by the Heirs and assigns 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.

Todd W. Yeitman (Signature) (SEAL) STEVE H. LEWIS (Signature) (SEAL) \$17,500 (Amount) 92152568 (ID)

STATE OF ILLINOIS) THE UNDERSIGNED) County of COOK) TODD W. YEITMAN, A BACHELOR) Notary Public in and for the County of Cook, in the State aforesaid, DO SOLEMNLY CERTIFY THAT



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 in knowledge of this HE signed and delivered the said instrument, and he declared to me that he executed the same for the uses and purposes therein set forth. Date of MARCH 06 19 92

SHERRI L. JAMES 415 N. LASALLE STE. 402 CHICAGO, IL 60610 (Name) (Address)

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements upon 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 any nuisance or other things or claims for them, and (3) pay when due any indebtedness which may be secured by a lien or charge on the premises, up to the lien hereof, and upon receipt of a bill, satisfaction of a claim, or discharge of such prior lien, to Trustee or to Beneficiary, as to 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 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. 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 copies of 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 an amount sufficient to pay the cost of rebuilding or repairing the same or to pay in full the indebtedness secured hereon, all in compliance with the policy to the Beneficiary, under insurance policies payable in case of loss or damage by fire, lightning or windstorm, and upon receipt of a bill, satisfaction of a claim, or discharge of such prior lien, to Trustee or to Beneficiary, as to 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 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.

4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder 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 indebtedness. It may, and upon these conditions, compromise or settle any tax lien or other lien on title or claim thereon, or release from any tax lien or liability affecting said premises, or contest any tax or assessment, or settle any tax or assessment paid for any of the purposes herein mentioned, and all expenses incurred in connection therewith, including attorney's fees, and any other money lawfully incurred by Trustee or Beneficiary to protect the mortgage, all payments and the lien hereof, shall be so much additional indebtedness secured hereon, and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement. Trust Deed Secures. Trustee or Beneficiary shall never be considered as a guarantor of any right accruing to them on account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary hereby secures and makes 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 of claim thereof.

6. Grantors shall pay each item 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 notwithstanding any filing 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 in this Trust Deed, or (b) continue to accrue and continue for three days in the performance of any other agreement of the Grantors hereunder, and (c) immediately in all or part of the premises now sold 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. It may suit to foreclose the lien hereof, there shall be no interest and no claim for additional indebtedness in the decree 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, utility for documents and report, advertising, microfilm, postage, publication costs and costs (which may be estimated as to items to be repaid) and any of the charges of procuring all such abstracts of title, title searches and examinations, guarantee policies, interest certificates and similar items and expenses with respect to take as Trustee or Beneficiary may deem to be reasonably necessary, either by process, such suit or to evidence to bankers at any sale which may be had pursuant to such decree and the condition of the title, in case of the premises. All expenditures and expenses of the nature of the paragraph hereinafter stated shall be so much additional indebtedness secured hereon and immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement. Trust Deed Secures. When paid or incurred by Trustee or Beneficiary in connection with any proceeding to foreclose the lien hereof, including proceeds and bank charges, proceeds, to which either of the parties to this Trust Deed, or any party, claimant or defendant, by reason of this bond, deed or any indebtedness hereby secured, or the proceeds therefrom, or the proceeds of any sale for the foreclosure hereof after a trial of such right to foreclose, whether or not actually commenced or in preparation for the defense of any lien secured on 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 that secured 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, 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, whether such bill is filed with or without a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the wishes of any of the Grantors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be the more or less benefited by such receiver. 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, 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 in which the Grantors, except for the interest of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or material 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 in payment of such or to any other use. (1) The indebtedness secured hereby, or by any security hereon, or by any tax, special assessment or other lien which may be or become superior to the lien hereof in or of 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 terms 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 and all reasonable uses 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, and shall Trustee be obligated to record this trust deed or to exercise any power hereon or to enforce any power hereon, or to be held liable for any acts or omissions hereunder, except in case of gross negligence or willful default, and Trustee may require such notices as may be required by the terms hereof, or by any law or ordinance.

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 hereof, 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 beneficial title, power and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Trustee and all persons claiming under or through Grantors, and the heirs of Grantors, when used herein shall include all such persons and all persons liable for the payment of the debt hereby secured, 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.



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

INSTRUMENTS

OR

RECORDER'S OFFICE BOX NUMBER

RECORDERS OFFICE
JAN 10 1962
RECORDERS OFFICE
RECORDERS OFFICE

FOR RECORDERS INDEX, TITLES,
INSURE, RENT, ADDRESS, CHANGE,
INSURE, RENT, PROPERTY, ETC.

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