

THE ABOVE NAME IS FOR OFFICIAL RECORDS ONLY

THIS INDENTURE, made on March 17,

Steve H. Lewin, A.V.P.,
herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Grantors have promised to pay to FIA FINANCE, herein referred to as "Beneficiary," the legal holder of the Loan Agreement hereinafter described, the principal amount of Sixty Eight Thousand One Hundred Forty Three & 31/100--, 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 28, 1992 is 6.50% percent; your Margin is 2.50 percent; therefore, the "current" interest rate is 10.00 percent per year.

However, until your sixth payment due date, your interest rate is discounted and will be 8.50 percent per year.

Beginning with the sixth payment due date, the interest rate will be 8.50 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 3.50 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 160 consecutive monthly installments: 6 at \$ 578.12, followed by 172 at \$ 606.45, followed by 1 at \$ 2,231.93 with the first installment beginning on May 1, 1992, and the

remaining installments contingent 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, 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 also to consolidate the sum of the debt in hand paid, the principal of which is hereby acknowledged by these presents, COUNTRY AND WARRIOR into the Trustee, its successors and assigns, the following described Real Estate, all of their state, title and interest therein, namely, being and lying in the

City of Chicago, COUNTY OF **COOK** AND STATE OF **ILLINOIS**, now

Lot 6 in Block 2 in Belvoir Subdivision of 27th Avenue, Irving, as joining the West 10 Acres of the North Half of the North Half of the tract of land, Grantor of Section 4, Township 38, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, 10-064-003-014, Community: Irvington Area, Section 16, Chicago, Illinois, with the property heretofore described is referred to herein as the premises.

1000.00 with improvements and fixtures now attached thereto and 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 upon the uses and trusts, to-wit 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 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 seals of Grantors the day and year first above written.

STATE OF ILLINOIS
County of **COOK**

the **unintended**
in **Notary Public** in and for and residing in and County, in the State above and DATED THIS **17** day of **March**, **1992**
Charlene M. Burns, A. WIDOW

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appearing before me this day in person and acknowledging the same to be his/her true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **17** day of **March**, **1992**.

Denise M. Friel
Notary Public



This instrument was prepared by
D. FRIEL, 221 N. LaSalle St., Chicago, Illinois 60601

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

6. Grantors shall at all times repair, retain or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, to keep said premises in good condition and repair without waste and free from mechanics' or other liens or claims for hire not expressly submitted to the Trustee or to pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien heretofore and upon request exhibit satisfactory evidence of the discharge of such prior hire by trustee or to him to pay off complete within a reasonable time any building or betterment costs or amounts in process of erection upon said premises, except as to all requirements of law or otherwise ordinances with respect to the premises and the use thereof, or making no general alteration in said premises except as required by law or municipal ordinance.

7. Grantors shall pay in full and promptly all ground rent and half pay, ground taxes, property assessments, water charges, sewer service charges, and other charges against the premises which come and shall pay all other costs of insurance to the Trustee in full, except the amount hereinunder mentioned shall pay in full under paragraph 11 in the manner provided by statute and tax or other amount which Grantors are liable to pay.

8. Grantors shall keep all buildings and improvements owned or hereafter created or added to premises in good condition and repair to the best of their ability, in accordance with policies provided for payment by the insurance company or companies sufficient either to pay the cost of repairing or putting the same in repair in full the indebtedness incurred hereon in compliance with insurance policies payable in case of loss or damage to the building or the building or buildings as it might be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all rights, including additional and renewal policies, to the Trustee and in case of insurance claim to pay, shall deliver to renewals policies not less than twelve days prior to the respective date of expiration.

9. In case of default the Trustee or Beneficiary, having obtained a writ of garnishment, judgment, or decree or judgment of attachment, garnishee and money demands, or garnishee and may, but need not, make full or partial payment of principal, interest, taxes, ground rents, assessments, and purchase discharge, compromise or settle any tax bill or other premium or sum or claim thereon or in default from any tax sale or judgment, affecting and premises or, under any tax or premium or settle, or other provision or title or claim from any tax sale or levy or affecting said premises or, under any tax or assessment, all expenses of the purpose herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other expenses, shall cause the Trustee or Beneficiary to pay the amount of purchases and the *lien heretofore* shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and warning at the rate at the annual percentage rate stated in the Estate Agreement of this Trust Deed. Executors, Administrators or Beneficiary shall never be considered as a creditor of any right accruing to them on account of any default hereunder on the part of Grantors.

10. The Trustee or Beneficiary, before or during any payment, authorized or otherwise, of taxes or assessments, may do, according to any full statement or estimate presented to the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, levy, forfeiture, tax, lien or title or claim thereof.

11. Grantors shall pay each year 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 other in the Estate Agreement or in the Trust Deed to the contrary, become due and payable on demand in the case of default in any kind of payment of any instalment of the Estate Agreement, or in the case of default shall occur and remain for three days in the performance of an order of the Grantors to him to make any payment or payments due under a part of the premises, and shall be demandable by the Trustee without notice or prior written consent.

12. When the indebtedness hereon mentioned shall become due, whether by acceleration or otherwise, the Trustee shall have the right to foreclose the *lien heretofore*. In an event foreclosed the first four of those shall be sold and on behalf of 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 removal of fixtures, appearance fees, costs of administration and expenses of a nature *similar to a regular publication costs and costs which may be estimated as to those to be expended after sale of the decree of partitioning all real estate, other than realty held in examination insurance policies, insurance certificates and similar documents and assurances with respect to title to same, to be given to the person deemed to be a credit in the amount of the purchase price, or to a bona fide holder at market value which may be paid and to such degree as the true condition of the title to the same of the premises. All expenditures and expenses of the nature in the paragraphs mentioned shall become so much additional indebtedness secured hereby and immediately due and payable *whether or not received at the time of the sale* in the Estate Agreement of this Trust Deed secured, when paid or incurred by the 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, claimant or defendant*, by reason of this trust deed or any indebtedness hereon or for the defense of any action or proceeding which may affect the *lien heretofore* or otherwise, whether or not finally commenced or if preparation is made for the defense of any action or proceeding which may affect the *lien heretofore* or otherwise, whether or not finally commenced.*

13. The proceeds of any foreclosure sale of the premises shall be distributed in *apple form* 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 power of attorney hereto, and all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Grant Agreement with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any expense to Grantors, their heirs, legal representatives or assigns as their right may appear.

14. A point or at any time after the filing of a bill of sale of this instrument, shall be appointed a receiver of said premises. Such appointment need not be made either before or after sale, without notice, without regard to the solvent or insolvent of Grantors, at the time of appointment such receiver and a *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 period of such receivership, subject to sale and delivery, during the full statutory period of redemption, *whether there be redemption or not*, as well as during any further times when Grantors may opt for the continuation of such receivership, and all other powers which may be necessary or convenient in such cases for the protection of his 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 in payment in whole or in part of the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any special assignment or other lien which may be or become superior to the *lien heretofore* or *hereinafter* provided for application is made prior to foreclosure sale. (C) the deficiency in case of a sale and deficiency.

15. Nonaction for the enforcement of the *lien heretofore* or any provision hereof shall not be construed as a defense which would not be available to the party interpreting same in an action at law upon the note hereby secured.

16. Trustee or Beneficiary shall have the right to lease the premises, at reasonable rates, and access thereto shall be permitted for that purpose.

17. Trustee has no duty to examine the title, location, existence, nor condition of the premises, or shall Trustee be obligated to record the trust deed or to exercise any power of foreclosure unless expressly obligated by the terms hereof, *not to hold 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 to Trustee.

18. 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 heretofore*, by proper instrument.

19. 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 to Trustee.

20. 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 held for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Estate Agreement of this Trust Deed. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

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DESCRIBED PROPERTY HERE

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V
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Y

NAME: Ford Consumers Finance
STREET: Doc Follow Up Dept.
CITY: 250 E. John Carpenter Fwy
Irving, Texas 75062

INSTRUCTIONS

OR

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