

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 14, 1992, between Lorraine Garcia and Arthur Garcia, her husband, in joint tenancy herein referred to as "Grantors", and D.R. Vermillion Asst Vice Pres of Operations of Oakbrook Terrace herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc. herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of Seventeen Thousand Five Hundred Eighty Seven Dollars and Forty Two Cents Dollars (\$ 17,587.42) together with interest thereon at the rate of (check applicable box)

0% Fixed Rate of Interest per year on the unpaid principal amount.

X Variable Rate of Interest per year on the unpaid principal amount, all interest to be calculated with changes in the Prime Rate rate. The interest rate shall be the Prime Rate plus 8.50 percent. The Prime Rate shall be published in the Federal Reserve Board's Statistical Release on Consumer Prices for All Urban Consumers, published monthly, as of the first business day of February. The interest rate shall be 6.50 percent as of the first business day of February 1992. The interest rate will increase or decrease with changes in the Prime Rate. The interest rate for the month of February 1992 is 15.00 percent. The interest rate shall be 13.00 percent as of the first business day of February 1993. The interest rate shall be 21.50 percent as of the first business day of February 1994.

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Adjustments in the amount of interest shall be made so that the total amount of interest payments made under this Agreement will be paid by the payment due on April 20, 1999. Associates Finance, Inc. hereby waives the right to any interest rate to be in effect after the last date of payment to the date of the date of this deed.

The Grantors promise to pay the said sum in the said term of payment of principal hereinafter made payable to the Beneficiary and delivered in 84 consecutive monthly installments of \$ 339.38 followed by a final payment of \$ 339.38 followed by a final payment of \$ 339.38 with the first installment being due on May 20, 1992 and the remaining installments continuing on the same day of each month thereafter and fully paid. All of said payments being made payable at Oak Lawn, Illinois. The Beneficiary hereby agrees to accept the said payments from time to time in writing appoint

City of Chicago

Lot 27 in Sub Block "A" of Block 11 in Walsh and McMullen's subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois
PIN # 17-20-419-019
Commonly Known As : 1114 W. 19th Pl Chicago, IL 60608

DEED-01 RECORDING \$23.50
4222 18th 2200 04/20/92 13:49:00
4222 18th 2200 04/20/92 13:49:00
COOK COUNTY RECORDER

92257025

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side) of this trust deed are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns. WITNESSE the hand and seal of Grantors, this and year first above written.

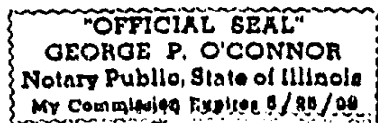
Lorraine Garcia
Lorraine Garcia

Arthur Garcia
Arthur Garcia

George P. O'Connor

Cook

Lorraine Garcia and Arthur Garcia, her husband, in joint tenancy



are... They... their... 14th... April... 1992



Kathleen M. Griffith 9528 S. Cicero Oak Lawn, IL 60453

2350

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

- Grantors 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay all taxes which are levied on the premises or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, to comply with all requirements of law or regulation, and to maintain and to keep in respect to the premises and the use thereof, (5) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises, when due, and shall, upon written request, furnish to Trustee or Beneficiary duplicate receipts for the payment of such taxes, assessments and special charges, and shall pay all other taxes, and shall pay any tax or assessment which Grantor may desire to contest.
- 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 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 compliance satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, and to 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 cancellation or non-payment, shall deliver to Beneficiary not less than ten days prior to the respective dates of expiration.
- In case of default herein, 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, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment, or settle any tax lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein 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 mortgaged 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 of this Trust Deed as soon as the Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them or amount of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereby secured making any payment to be authorized relating to taxes or assessments, may do so according to any bill, statement or estimate provided 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 or claim thereon.
- Grantors shall pay in full all items 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 anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable as immediately in the case of default in making payment of any installment on the Loan Agreement, or in the event of default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby 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 allowed and included as additional indebtedness to the debt 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, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs, which may be restricted or to items to be expended after entry of the decree of procuring an such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances, with respect to title as Trustee or Beneficiary may deem to be reasonable, necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to a bid to close the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement of this Trust Deed as soon as the Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, to which title or claim shall be in issue, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof after receipt of any right to foreclose whether or not actually commenced, or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 evidenced 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.
- Upon, or at any time after the filing of a bill to foreclose, this trust deed, the court to 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 the mortgagor. At the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then received as a lien against 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 deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors, except for the intervention of such receiver, would be entitled to collect the 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 any period. The court from time to time may authorize the receiver to apply the net proceeds in his hands or payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien, which may be or become a lien upon the premises or the security hereof, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale, and deficiency.
- 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 intervening same in an action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recede 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 fraud on the part of Trustee and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.
- 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 paper instrument.
- 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.
- 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 of 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 any successors or assigns of Beneficiary.

DELIVERY

NAME

ADDRESS

CITY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS OFFICE PURPOSES
ISSUES SUBJECT TO BOXES OF ABOVE
DESCRIBED PROPERTY HERE

92257 025