TRUST DEED

UNOFFICIAL2GOPY

92276001

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made APRIL 13 TRUST COMPANY OF CHICAGO AS TR AGREEMENT DATED 3/20/80 AND AS	USTEE UNDER A TRUST			
AGREMENT DATED 3720700 AND 76	TROOT HAZZZZ	referred to as Chamors,	ALICE AND	
OPERATIONS VICE PRESIDENT AND therein referred to as "Trustee", witnesseth:	TRUSTEE of	OAKBROOK TERRACE		, Illinois,
THAT, WHEREAS the Grantors have promi-	sed to pay to Associates Fina	nce, Inc., herein referred to	as "Beneficiary", t	he legal holder
of the Loan Agreement hereinafter described	I, the principal amount of	FORTY ELGIT THOUSAN	ID. FOUR HUNDRE	D NINE
AND 99/100**********************************		*****	ollars (\$***48,4	09.99***),
together with interest thereon at the rate of	check applicable box,			
N/AAgreed Rate of Interest 9	per year on the unpaid prii	ncipal balances		
X. Agreed Rate of Interest: This is a variable Loan rate. The interest rate vail be 18.87 Board's Statistical Refease & 4. The initial	e interest rate loan and the in percentage points above Bank Prime Loan rate is lore, the initial interest rate is then the Bank Prime loan ratercentage point from the Bank gimore than 2% in any year.	terest rate will increase or do the Bank Prime Loan Rate 6.50 S, which is the pub 15.37 S per year. The in- it, as of the last business da ik Prime loan rate on which In no event, however, will	 published in the I blished rate as of the iterest rate will increase is of the preceding in the current interest the interest rate ex- 	Sederal Reserve ne last business hase or decrease month, has in a rate is based, her be less than
Adjustments in the Agreed Rate of Interest in the month following the anniversary date Agreement will be paid by the last payment increase after the last anniversary date price	of the loan and every 12 medate of APRIL 20	onths thereafter so that the line XX 2007 Associates w	total amount due in	nder said Loan
The Grantors promise to pay the said sur				
delivered in 180 consecutive monthly	installments: $_1$, at \$ $.75$	il.94, followed by	_1 <u>79</u> at \$, 68	9.94
followed by 0 at \$ 0.90	with the first installin int beg	ginning on MAY 20	. 19	92 and the
remaining installments continuing on the sa	ne day of each month therea i place as the Beneficiary or	fer until fully paid. All of so other holder may, from the	and payments being ne to time, in writ	made payable ing appoint
SOM THERETORY the Grane extra a contra payment of the ran- communication the transfers in the professional and the contraction of the	obligation is a cordance with the course protein the paracel the fitting in band of the feet of	niana kating gapana (3, 5 - 1.50-d Deved gand). Barata (9, 15 - 15 - 15 - 15 - 15 - 15 - 15 - 15		
	OF LOT 719 IN ALLER OF SECTION 19, TOWN IN COOK COUNTY, ILL	RION'S ENGLEVOOD AD USHIP 38 NORTA, RANK		
		•		
which, with the property hereinsifier described is referred to herein as DOGETHER with improvements and fixtures now attached together	with easements rights privileges interests re-		150.	
TO HAVE AND TO HOLD the premises union the said Transee, its of the Homestead European Laws of the Mate of Illinois, who is said of	uckesseds and assigns, but us, for the putposes glits and basedits the furament its besides expis	and open, the uses and prosts between set forth sits in least and marks:	a tree frosts of rights and hence	fits under and by cirtue
This Trust Deed consists of two pages. If deed) are incorporated herein by reference ar WITNESS the hand(s) and seal(s) of Gra	d are a part hereof and shall b	e binding on the Grantors, the	ge 2 (the reverse s) heir heirs, successo	de of this trust is and assigns.
	, SEAL)			SEAL)
				.48.41.
	t SE-A1 ±		And the second s	. (SEAL)
STATE OF ILLINOIS.	i			
County of	a Notary Public in and for and residing in	said County in the State aforesaid, DO HE	CEBT CIKIIFI IHAI	
	•	as to the technic the same person whi		rifed to the foregrang
	Instrument appeared before one this day in	i person and acknowledged that - free and induntary act, for the uses and pur	•	i and delivered the said
	GIVES under my hand and Sotarial Se	•		A D 19
				Notary Public
This instr	ament was prepared by			

KRISTY BEHRENS 4428 EAST NEW YORK STREET; AURORA, IL 60504

UNOFFICIAL COPY

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

- I Granton shall (1) promptly repair, restare or rebuild my buildings or improvements now or bereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics or other lieus or claims for lieu not expressly subordinated to the lieu hereof, 3; may when due any indebtations which may be secured by a loss or charge of it the premises superior to the lieu hereof, and upon request exhibit settification with the dish argued such prior lieus of 1 to be lieus from the within a reasonable time are building or buildings now or a any time in practic of creeking, therefore, within a reasonable time are building or buildings on or at any time in practic of creeking, and premises are considered by the or municipal ordinance.
- 2. Denotors shall pay before any penalty attaches all general traves and shall pay eigenful traves are considered and shall, upon scretce request. Complete for the forest and shall, upon scretce request. Complete forest and their forest in proportion for the respective forest and their forest provided to statute, any case of a second which Considered to the no observations of statute, any case of the respective forest and their forest provided to statute.
- 3. Grantons shall keep all foolings and improvements now or he realize extent of non-extent of the design of the d
- 4. In case of default therein. Trustee or Beneficiars may but need to 2 make any partient in partient way art hereinlefore required of the nature many form and manner deemed expedient and may, but need not, make full or parties payments of principal or interest on prior resonable may be described in the second principal or interest, or redeem from any tax sale or farfesting said premises at some or active nature and art hereof in redeem from any tax hereof in the described and the second prior prior them in the or in the or interest in the active and payments or control any tax or suscessment. All moneys paid for any of the purposes between active and after prepare a paid in interest for interest in the minding atterney's less, and any other moneys advanced by Trustee or Beneficiars to protest the mortgaged precises and the lieuterest and active and with interest thereon at the annual prevention and active and with interest thereon at the annual prevention and active and with the protest the mortgage rate stated in the Lieute Agrandiant Described secures function of Trustee or Heneficiary shall never be considered as a waiver of any right accraining to them on account of any default hereunder on the part of Granters.
- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized resisting to takes or assessments, may do so according to any bill, statement or estimate program the propriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, has been or bille or claim thereof
- 6 Grantors shall payer in 'em 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 secure 2 by the Trust Deed shall, not withstanding anything in the Lasin Agreement or in this Trust Deed to the contrary, become due and payable is immediately in the case of default in making payment of any install long-into in the Lasin Agreement, or bit when 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 primaries are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness her by scurred shall become due a bether by acceleration or other rans. Benefit cars or Trustee shall have the right to foreclose the lien hersof, there shall be silineed and not also as 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 the decree of procuring all if it is a function or their rans. Benefit cars or Trustee in feet, appraisant (e.g., outlay for documentary and expert evidence steengraphers) charges, publication scale and costs, which may be estimated as to items to be expended after entry of the decree of procuring all if in his tracts of title, title searches and examinate publicae. To crieria certificates, and similar data and assumances with respect to title as Trustee or Beneficiary may deem to be reasonalous in certification, and similar data and assumances with respect to title as Trustee or Beneficiary may deem to be reasonalous in certification, and similar data and assumances with premisers and the annual percentage rate stated in the Loss. Agriculture of the processing in the data and assumant to a surface or Beneficiary in tourisection with a carry proceedings including prolinets and bankruptey proceedings, to which either of their shall be a profession. It currently the continuous of the commencement of any aut for the foreclosure hereof after accrual of science 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 visits and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the previous danger paragraph becomes severed all other items which under the terms be restricted secured indebted seas additional to that exidenced by the Loan Agreement, with interest thereion as herein privide 1, and all principal and interest remaining unpaid on the note, fourth, any overplus to Grantors, their heirs, legal representatives to assigns, as their rights may appear in the process.
- B. Upon, or at any time after the filing of a bill to foreclose this trivices 3, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before as after sale, without notice, without regard to the relevance of insulative at the time of application for such receiver and without regard to the their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustice hereunder may be appointed as such receiver. Such receiver shall have the power to collect the tents, issues and profits of said premises disring the pendency of such foreclosure suit and, in case of a sale and a deficiency, due, i.e., in statutory period of redemptions whether there here defining notion, as well as aduring any further times when Grantons, except for the intervention of such receiver, would be entitled to collect such rent. I 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 profits and all other powers which may be necessary or are usual in such cases for the protection, possession, on the protection of the premises during the whole of said profits and all other powers which may be necessary or are usual in such cases for the protection, possession, on the protection of the premises during the whole of said profits and all other powers which may be necessary or are usual in such cases for the protection, possession, on the protection of the premises during the whole of said profits and all other powers which may be necessary or are usual in such cases for the protection.
- 10. No action for the enforcement of the lieu or of any provision hereof shall be at bject to any defense which would not be good and available to the party interposing same in an action at law appearance 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, focation, existence, or condition of the premise, not shall Trustee be obligated to record this trust deed or to exercise any power herein given unless supressly 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 indemnities satisfactory to Trustee before exercising any power herein given
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has over only paid, either before or after maturity, the Trustee shall have full authority to release this trust deed, the Ilen thereof, by proper instrument
- 14. In come of the reaggnation, unability or refund to not of Trinseer, the Heneficiary shall have the authority in a quant a Succession in Trust. Any Succession in Trust teresissive shall have the identical little, powers and authority as are herein given Trustee.
- 15. This Trust Doed and all provisions in the shall extend to and be bending upon Granturs and all persons claiming on through Granturs, and the word "Granturs" when used herein shall include all much persons and all persons liables of the payment of the indebtedness or any part thereof, whether or not say a persons shall have executed the Luan Agreement or this Trust Doed. The term Beneficiary as used here:

 | Company | C

	AIL TO	^``7 '5 001
DEL IVERY	NAME The Associates STREET P.O. box 4107 CITY Naperville, IL Acct 010489 INSTRUCTIONS OR	60567 6
	DECYMPING OFFICE DAY MIMI	99

\$23.50 2 15:56:00
76001

Ģ

enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the owner or owners of any indebtedness accruing bereunder shall look solely to the premises hereby conveyed for the payment thereof, by the said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the Morigagee and by every person now or hereafter clauming any right or security bereunder, and that so far (g) he First Parry and its sucressors and perform any covenant, warramy or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Trus: Company of Chicago personally to pay the said note or any interest that may accrue therein, or any indebtedness accruing hereunder, or to nothing herein or in said note contained shall be construed as creating any hability on the said First Party or on said. American National Bank and of Chrago, hereby warrants that it possesses full power and authomy to execute this instrument), and it is expressly understood, and agreed that in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company Inis Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid

has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be bereunto affixed and attested by its Assistant Secretary, the day and year first above whiten. IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid.

AMERICAN NATIONAL BANK AND TROST COMPANY OF CHICAGO

As Trustee as afteresaid and not personally

STATE OF ILLINOIS COUNTY OF COOK 1 st.

DO HEREBY CERTIFY, that GOOGLES. KONDIZYK Vice-President of the AMERICAN NATIONAL BANKAND TRUST ANNE III FLANGHERT a Notary Public, in and for said County, in the State aforesaid

of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, is frustee as aforesaid, for the uses and purposes therein set forth.

3. SAVERIAGRAPHER, BULLAND AND 19.

3. SAVERIAGRAPHER, BULLAND AND 19.

3. SAVERIAGRAPHER, BULLAND AND 19. said Assistant Secretary then and they's acknowledged that he, as custodian of the corporate scal of said Company, did affix the corporate scal voluntary act and us the free and volunty over of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the respectively, appeared before me this day in Jerson and autinowledged that they signed and delivered the said instrument as their own free and to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, COMPANY of Chicago, and Anica & Luckus
Assistant Secretary of Said Company, who are personally known

The same of the same of the same of