

TRUST DEED

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THE ABOVE IS FOR RECORDERS USE ONLY

THIS INDENTURE, made April 17th 1992, between James Tucker and Calves Tucker Husband and wife in joint tenancy, here referred to as "Grantors", and D.R. Vermillion, Vice President of Oak Brook Terrace, Illinois, here referred to as "Trustee" witnesseth

THAT WHEREAS the Grantors have promised to pay to Associates Financo, Inc. (hereinafter referred to as "Beneficiary"), the legal holder of the Loan Agreement hereinafter described, the principal amount of Sixty Eight Thousand Three Hundred Ninety Two Dollars and 52/100 cents----- Dollars \$ 68,392.52 together with interest thereon at the rate of 15.70% applicable

X Annual Rate of Interest 15.70 per year on the unpaid principal balance.
na Annual Rate of Interest 11.00 per year on the unpaid principal balance with change in the Prime Rate...
Reverts to Grantors if the Beneficiary fails to pay the principal or interest on the loan...

As of the date of this recording, the Beneficiary has received from the Grantors a total of \$1401.47 in payments...
As of the date of this recording, the Beneficiary has received from the Grantors a total of \$1133.04 in payments...

The Grantors promise to pay the said amount of \$1401.47 herewith made payable to the Beneficiary and delivery of 120 consecutive monthly installments of \$1401.47 followed by 119 at \$ 1133.04 followed by -0- followed by -0- with the first installment commencing on June 1st 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 Orland Park Illinois...
City Of Hazel Crest

Cook
Address: 17110 Magnolia Dr. Hazel Crest, IL 60429
lot 746 in Hazelcrest Highlands 14th Addition, being a subdivision of Part of the Northwest 1/4 of Section 26 and Part of the Southwest 1/4 of Section 26, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Parcel Number 28 26 302 007

92279560 RECORDING \$23.50
TRAN 2754 04/24/92 15:40:00
COOK COUNTY RECORDER

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. WITNESS the hands and seals of Grantors the day and year first above written

James Tucker (signature) Calves Tucker (signature)

Thomas E Stark
James Tucker and Calves Tucker as joint tenants.



The Associates Financo, Inc.
9166 W. 159th Street
P.O. Box 65
Orland Park, IL 60482

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

- Grantors shall 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 mechanic and other liens or claims for liens or expressly acknowledged to the hereinafter; (3) upon written demand in writing which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge; (4) 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 the provisions of law which may apply to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty or charges all general taxes and shall pay expenses of taxes, special assessments, water charges, sewer charges, and other charges against the premises which due and shall, upon written request, furnish to Trustee or Beneficiary, together with receipts therefor, the present and future taxes, water charges, sewer charges, and other charges as provided by statute and assessment which Grantors may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire and theft, by fire, lightning, wind, hail, tornado, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of rebuilding or repairing the same or to pay, in full, the actual losses sustained thereby, 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 rights to the extent of the actual loss payable to be assigned to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of expiration of any policy shall deliver to Beneficiary a copy of the policy and proof to the respective dates of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder for repayment of the monies so advanced and monies deemed to be due, but need not, make full or partial payment of principal or interest on prior encumbrances of any and purchase discharge, completion of title and other lien or title or claim thereof, or redemption from any tax sale or forfeiture affecting said premises or contest any tax or assessment or settlement of any tax or lien or other lien or claim thereof or redempt from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies 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 this Trust Deed secures. Inaction of Trustee or Beneficiary shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.
- 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 anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment on the Loan Agreement, or in the event of default shall be due and payable for three days in the performance of any other agreement of the Grantors herein contained, as to immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereof 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 in the decree 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, utility for documentary and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and accessories with respect to title as Trustee or Beneficiary may deem to be reasonable, together with any other to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, 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 this Trust Deed secures, when paid or incurred by 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 the trust deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such debt to foreclose whether or not actually commenced, or in preparation 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 debts 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 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 insolvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 a 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 such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said term. 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: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be become superior to the lien hereof of such decree, 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.
- Trustor has no duty to examine the title, location, existence, or condition of the premises, 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 indemnities 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 thereof, by proper 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 or any part thereof, 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.



DELIVERY

NAME The Associates Finance, Inc.
9166 W. 159th Street
STREET P.O. Box 65
CITY Orland Park, IL 60462

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDED IN DEED PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

