

TRUST DEED

UNOFFICIAL COPY

92305950

THE ABOVE SPACE FOR RECORDERS USE ONLY

T. Ashley Cooper BY: Joseph Mulhern

THIS INDENTURE, made April 30th 1992, between Ashley T. Cooper by Anthony Hearn,

his attorney-in-fact hereinafter referred to as "Grantors", and Dale R. Vermillion, Operations Vice-President of Associates Finance, Inc., Illinois, 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 Fifty Thousand Three Hundred Dollars and 00/100 Cents-

Dollars \$ 50300.00
DEPT-01 RECORDING \$23.00
T#1111 TRAN 6362 05/05/92 14:00:00
#6716 A *-92-305950
COOK COUNTY RECORDER

XX Agreed Rate of Interest 17.00 per year on the unpaid principal balance

n/a Agreed Rate of Loss The interest rate on this loan and the interest rate will increase or decrease with changes in the Prime Rate... n/a

Adjustments in the Agreed Rate of Interest shall be effected by changing the loan amounts of the remaining monthly payments in the event of a rate increase or decrease...

The Grantors promise to pay the sum in the said Loan Agreement of even date herewith made payable to the Beneficiary and delivered in 36 consecutive monthly installments of \$ 774.12 followed by 1 of \$48210.08 followed by n/a with the first installment beginning on June 05th 1992 and the remaining installments continuing on the same day of each month thereafter until fully paid.

Parcel (1) - Commonly known as: 10811 S. Eberhart, Chicago, IL 60628 PIN 25 15 409 004
Parcel (2) - Commonly known as: 7818 S. Hermitage, Chicago, IL 60620 20 30 432 022

LOT SEVEN -- (7) IN CLARA L. SWANSON'S RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE AND LOTS 31 TO 49, BOTH INCLUSIVE, IN BLOCK 61, IN THE DEWEY AND VANCE SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

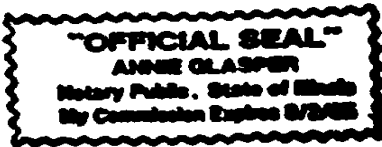
See attached for Legal Description
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

T. Ashley Cooper by Joseph Mulhern, his attorney-in-fact

the undersigned
Joseph Mulhern attorney in fact for Ashley T. COOPER

is subscribed to the foregoing instrument and delivered the said instrument as true and correct copy of the original and purposes thereof both given under my hand and Notary Seal this 30th day of April 1992



Signature of Notary Public

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

1. Grantors shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which have been damaged or destroyed; (2) keep said premises in good condition and repair, without waste and free from encumbrances or other liens or claims for liens or claims expressly subordinated to the lien hereof, except when such encumbrance or claim 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 said prior debts to Trustee or Beneficiary as complete within a reasonable time; any building or buildings now or at any time in process of erection upon said premises; (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (4) 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 charges, and other charges against the premises when due and shall, upon written request, furnish to Trustee or to Beneficiary a duplicate copy thereof. In the event of default hereunder, Grantors shall pay in full and in 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 insurer companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all on companies satisfactory to the Beneficiary, under insurance policies payable in case of loss or damage to Trustee for the benefit of the Beneficiary, such rights to be evidenced by a 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 insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or performance, 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 encumbrances of any and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or estimate or settlement or other prior lien or title or claim thereof, 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 (this Trust Deed secures). Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
5. 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 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 or claim thereof.
6. Grantors shall pay, as a form 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 if, when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or if immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. 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 payable 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, outlay for documentary and expert evidence, stenographic charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Turens certificates, and similar data and securities with respect to title as Trustee or Beneficiary may deem to be reasonably necessary, either 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, and this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with a suit 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 hereby secured or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right 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.
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 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.
9. 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 solvency 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 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 are usual in such cases for the protection, 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: (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 superior to the lien hereof 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 lien or 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 at all reasonable times 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, 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.
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 thereof, 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 identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under them 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 or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

92305950
UNRECORDED

NAME Associated Finance Inc
 STREET 2020 E. 189TH ST
P.O. Box 1459
 CITY Crescent City, IL
60409

FOR RECORDERS OFFICE PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

INSTRUCTIONS
 OR
 RECORDERS OFFICE BOX NUMBER _____

