

Equity Title
 415 N. LaSalle, Suite 402
 Chicago, IL 60610
 (312) 557-6600

92395699

92395699

THIS SPACE FOR RECORDER'S USE ONLY

TRUST DEED

THIS INSTRUMENT, made on this 12th day of December 1992, between Grantors, [Redacted], & [Redacted] herein referred to as Grantors, and Trustee, [Redacted], herein referred to as Trustee, witnesseth

THAT, WHEREAS the Grantors have promised to issue to the Beneficiary, the principal amount of [Redacted] Dollars (\$[Redacted]), together with interest thereon, such indebtedness being evidenced by, and payable according to the terms of that certain Note of [Redacted] with face value of [Redacted] Dollars (\$[Redacted])

Interest accrues under the Note at a variable interest rate. The interest rate of the Note will increase or decrease with change in the Prime Rate. The Prime Rate is defined as 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 my 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 [Redacted] is [Redacted] percent; my Margin is [Redacted] percent; therefore, the current interest rate is [Redacted] percent per year.

However, until my sixth payment due date, my interest rate shall not exceed [Redacted] percent per year.

Beginning with the sixth payment due date, the interest rate will be [Redacted] 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). The greater the interest rate will increase on the two (2)th payment due date and every six (6) months thereafter (Rate Change Date) if the highest Prime Rate as of the appropriate Rate Determination Date has increased or decreased (by at least one-quarter of one (0.25) percentage point from the Prime Rate for the previous six month period. Interest rate changes will be effective upon twenty (20) days written notice. During the first two (2) months, the interest rate cannot increase more than three percent (3%) above the current (non-discounted) interest rate. Thereafter, the interest rate cannot increase more than three percent (3%) in any two (2) month period from the date hereof. In no event, however, will the interest rate ever be less than [Redacted] percent (at least) or more than eight (8) percent (8%) per year. If the Index is no longer available, Beneficiary will choose a new index which, based upon comparable information, Beneficiary will give notice of this choice. Beneficiary reserves the right to waive part or all of any adjustment resulting from an interest rate increase. Grantor agrees to pre-empt a later maturity at the interest rate that is in effect at the maturity of the Note, until paid in full.

The Grantors promise to pay the said sum in the said Note in [Redacted] consecutive monthly installments of [Redacted] at [Redacted] followed by [Redacted] at [Redacted], followed by [Redacted] at [Redacted], followed by [Redacted] at [Redacted], with the first installment being on [Redacted] and the remaining installments continuing on the same day each month thereafter until fully paid. All of said payments being made payable 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 in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, and all of their estate, title and interest therein, situate, lying and being in the County of [Redacted] STATE OF ILLINOIS, to wit:

[Redacted Description of Real Estate]

COOK
 AND STATE OF ILLINOIS, to wit:
 [Redacted Description of Real Estate]
 CITY OF CHICAGO
 PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 CDP# 06-25-305-004
 COOK COUNTY CLERK'S OFFICE
 0199344

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 [Signature]

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Property of Cook County Clerk's Office

655 1000

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which, with the property hereinafter described, shall be held to the use and benefit of the Beneficiary.

TOGETHER with improvements and fixtures now attached thereto with covenants, 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 herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Grantor do hereby expressly release and waive.

1. Grantors shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed, to keep and preserve in good condition and repair, without waste and free from mechanic or other liens or claim, for the maintenance, substitution to the lien hereof, to pay when due any indebtedness 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 prior liens; (b) to or to Beneficiary, to complete within a reasonable time any building or building now or at any time in process of erection upon and premises; (c) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, to make no material alterations in and 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 service charges, and other charges on and at the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. In case of default hereunder Grantors shall pay in full under 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 wind storm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the Beneficiary under insurance policies payable in case of loss or damage, by Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additions and new policies to Beneficiary, and make a copy of the same about the expiration of each policy and shall deliver all policies to the respective dates of expiration.

4. In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or performance of the remainder required of Grantor in any form or in any manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior or subsequent mortgages, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon or redemption from any side or forbearance, and may, but need not, contest any tax or promise or contract, any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies paid or incurred by Trustee or Beneficiary to protect the premises and the lien hereof, shall be so much additional and by due account hereby, and shall become immediately due and payable without notice, and with interest thereon at an annual percentage rate stated in the Note, this Trust Deed, or the instrument of Trustee or Beneficiary, shall never be considered a payment or any right accruing to them on the account of any default hereunder on the part of Grantor.

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 presented to him by 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.

6. Grantors shall pay each item of indebtedness hereinafter 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 hereby, this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantor, hereinafter contained or contained in any deed or part of the premises, sold or transferred by the Grantor 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, the Beneficiary 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, appraisers' fees, outlays for disbursements 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 proceeding all such disbursements, title searches and examination, insurance policies, foreman's certificates, and similar data and accounts with respect to title as Trustee or Beneficiary may deem to be reasonable necessities either to proceed with suit or to evidence to holders 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 the foregoing 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 Note, this Trust Deed, secure, when paid or incurred by Trustee or Beneficiary, in connection with any proceeding, including probate and bankruptcy proceedings, to which he or she or they shall be a party, or other plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or the preparation for the commencement of any suit for the foreclosure hereof after a trial of such right to foreclose, whether or not actually commenced or preparation for the defense of any threatened and/or proceeding which might affect the premises or the securities 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 proceeding, including all liens, claims and encumbrances mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Grantors, then hereof by their representative or assignee, all other 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 the more or less a benefit 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 and premises during the pendency of such foreclosure suit and in case of a sale and redemptions, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times 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,

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provision, control, management and operation of the property hereby conveyed. The Court from time to time may authorize the trustee to apply the net income in his hands in private in whole or in part to (b) 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 applications are made prior to foreclosure sale; (c) 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 here in given unless expressly obligated by the terms hereof, or 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 here in 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 hereinafter 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 authorities 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 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 Note or this Trust Deed. The term Beneficiary as used herein shall mean and include any one or more of Beneficiary.

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

WITNESSES:

GRANTORS:

 (Type or print name)

 (Type or print name)

 (Type or print name)

X _____
 (Type or print name)

STATE OF ILLINOIS

County of _____

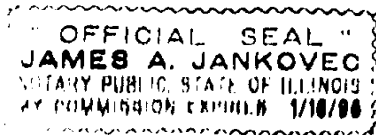
I, _____, THE Notary Public for
 aforesaid, DO HEREBY CERTIFY THAT

_____ a Notary Public in and for the State
 of _____

who _____ personally known to me to be the same person _____ who on _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary _____ for the uses and purposes therein set forth.

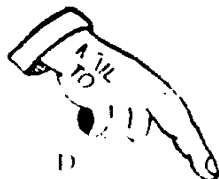
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

(Seal)



 (Type or print name)

This instrument was prepared by:



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STREET ADDRESS FOR RECORDER'S INDEX PURPOSES

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