UNOFFICIAL COPY: (935)/3949

TRUST DEED	TIDE ABOVE SPACE FOR RECORDERS 1950 ONLY
THIS INDENTURE, made 30	ly 13 19 93 between bonald L.Kondzfora &
widower	herein referred to us "Grantors", and F.E. Troncone
Operations Vice President, herein referred to as "Trustee", with	of Oakbrook Terrace , Illinois,
THAT, WHEREAS the Grantors have treat hadden of the Lord Agreement	e promised to pay to Associates Finance, Inc., berein referred to as "Beneficiary", the hereinafter described, the sum of Nine Thousand Three Hardred Seven Dollars and
Fifty Five Cents	Dollars (\$ 9307.55),
	ment of the Grantors of even date herewith, made payable to the Beneficiary, and deliv-
ered, in and by which said Loan A	greement the Grantors promise to pay the said sum in
49 consecutive monthly	installments: 49 at \$ 189.95 , followed by at
\$, followed by Accust. 13	at \$, with the first installment beginning on
and the remaining installments coral being made payable at 9528 S. C(c)	ning on the same day of each month thereafter until fully paid. All of said payments OakLawi
may, from time to time, in writing a	perment is \$ 6107.40 The Loan Agreement has a Last Payment
Date of August 13 19 97	CHICAL IS STATE OF THE COURT OF
	the said obligation is occulating with the terms, provisions and himiatous of this Trust Feed, and the performance of the crossous and agreements consideration of the up-of-one foliac in hand past, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT
unto the Trustee, its uncessors and assums, the following desi-	(1) sold fixed fixed and all of the extate, right, title and interest thereto, intuite, fying and being in the CLLY OF CHICHGO
addition to Mornin Dark Pairvi a	T#8888 TRAN 7129 07/23/93 10:01:00
which, with the property hereinafter described, is referred to	COOK COUNTY RECORDER
TO HAVE AND TO HOLD the premises unto the said Trush by virue of the Honestead Exemption Laws of the State This Trust Deed consists of two professions deed to the state of this trust deed) are incorporated by successors and assigns. WITNESS the hand(s) and seal(s)	together with easements, rights, privileges, interests, rents and problem is successors and accigns, forever, for the purposes, and upon the rest and upon the free from set forth, free from all rights and benefits the Granturs do hereby expressly release and waive ages. The covenants, conditions and provisions ropearing on page 2 (the reverse side rein by reference and are a part hereof and shall by binding on the Grantors, their helrs, of Grantors the day and year first above written.
Donald L. Kendziora giora. Donald L. Kendziora	(SEAL) (SEAL) (SEAL)
STATE OF ILLINOIS, }	t. George P. O'Connor
County of Cook	a Notary Public in and for and residing in said County, in the State aforesaid, DO HERBBY CERTIFY THAT Donald L. Kendziona
"OFFICIAL SEAL" George P. O'Connor Notary Public, State of Illinois My Commission Expires 5/25/91	who are personally known to me to be the same person. S. whose name. S. subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as THEIR. free and voluntary act, for the uses and purposes therein set forth. OIVEN unster my hand and Notarial Seal this 13th. daylof Jully, A.D. 19. 93. Notary Public
	This instrument was prepared by
	Kathleen M. Griffith 9528 S. Cicero Oak Lawn.II. 60453

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS True Deed):

- 1. Oraniors 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtadness 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 lien to Trustee or to Beneficiary, (4) complete within a reasonable time any building a how or at says time of premises of receivon upon asad permises, (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any panalty straches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by stante, 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 insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured bereby, all in 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 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 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 perform any act hereinbefore 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 necumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or other prior
- 5. The Trustee or Beneficiary be chy course making any payment bereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inspury into the acci ricy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- 6. Oranius shall pay each item of indebedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantius, all impaid indebtedness accured by this Trust. A cd. ast. notwithstanding anything in the loan Agreement 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 Luan. Agreement, or (b) 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 premises are a life. It sanferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness bereby accorded shall become due whether by acceleration or otherwise. Beneficiary or Trustee shall have the right to force fore the lien bereof, there shall be allowed and included as addition it is debtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalt of Trustee or Beneficiary for attentive's fees, populaters' (ees, contay by do or intary and expenses which may be paid or incurred by or on behalt of Trustee or Beneficiary find the decree of procuring all such abstracts of title, it's searches and expenses of the decree) of procuring all such abstracts of title, it's searches and examinations, guarantee publication coats and coats (which may be estimated as to item) to be expended after entry of the decree) of procuring all such abstracts of title, it's searches and examinations, guarantee publics. Tourens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or a cyrdence to bidders at any sale which may be had pursuant to such decree the true conditions of the interest thereon at the annual percentage rate stated in the Livin Agreement this Trust Deed secures. The party of the response of the application of certificates in the Trust Deed or any independent of any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either a planniff, claiment or certificate. Trust Deed or any independent hereby secured, or (b) preparations 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 for a policy in the following order of priority: First, on account of all costs such expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph her of; example, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Lisan Agreement, with interest thereon as herein provided; third, all principal and on the noise, fourth, any overplus to Grantots, their heirs, legal representatives or assigns, as their rights may appear.
- . 10. No action for the enforcement, of the lies or of any provision hereof shall be subject to any defense who a would not be good and available to the party interporting same in an action at law upon the note hereby secured.
 - 11. Trustee or Deneficiary shall have the right to impost the premises at all reasonable times and access there is 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 so affect 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 gibts negligible or nusconduct 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 refore 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.

title, powers and authority as	are herein given Trustee.			
uli supri peparang mendali persust	14 liable for the payment of the indebtedness or ar	y part thereof, whether or not such persons	nder or through Grant	rin shall include
as alocal error deal error and	l include any successors or assigns of Beneficiar	,	S	,
E			FOR RECORDERS IF D'A PURPOSES INSERT STREET ADTRE'S OF ABOVE DESCRIBED PROPELTY HERE	
L STREET	OCHATES THANOE	94.0	DESCRIBED PROFERTY BERE	
V	A CONTROL	ING.		

INSTRUCTIONS

OR

600412 Rev. 11-91

RECORDER'S OFFICE BOX NUMBER

2 S. Ciecro Ave.

k tuwn, IL 60453

3. Box 536

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