

## **TRUST DEED**

# **UNOFFICIAL COPY**

93621418

THE ABOVE SPOTS FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 5, 1993, between HENRY L CROWLEY JR AND  
CHRIS A CROWLEY, HUSBAND AND WIFE AS JOINT TENANTS herein referred to as "Grantors", and F.E. TRONCONE  
of OAKBROOK TERRACE, 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 TWELVE THOUSAND, EIGHT HUNDRED TWENTY THREE  
DOLLARS AND FIFTY FOUR CENTS Dollars (\$ 12523.54 ),  
together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest : 17.49 % per year on the unpaid principal balances.

**IV Agreed Rate of Interest:** This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be N/A percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is N/A %, which is the published rate as of the last business day of N/A, 1919; therefore, the initial interest rate is N/A % per year. The interest rate will increase or decrease with changes in the Bank Prime loan rate when the Bank Prime loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Bank Prime loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than N/A % per year nor more than N/A % per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of AUGUST 10, 1999. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantor promises to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 72 consecutive monthly installments: 72 at \$ 288.80, followed by N/A at \$ -0-, followed by N/A at \$ -0-, with the first installment beginning on SEPTEMBER 10, 19 93 and the (Month & Day) remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Illinois, or 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 covenants of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantees 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, situated, lying and being in the

LOT 173 IN MADISON STREET WESTCHESTER L SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NO. 15-16-108-021

REF ID: A1 RECORDEES \$20.50  
1999-09 ISBN 9780870497931 11-05-00  
96000 ft 1-1-1999 10:23:44 LOS  
2002-2014 A1 RECORDER

COMMONLY KNOWN AS 3906 W. ADAMS, BELLWOOD, IL

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust

This Trust Deed consists of two pages. The covenant, condition and proviso(s) (if any) (hereinafter referred to as "the Covenants") contained in the instrument (hereinafter referred to as "the Deed") are incorporated herein by reference and are a part hereof and shall be binding on the parties hereto.

HENRY L. CROWLEY JR.

16883

CHRISE A CROWLEY

**STATE OF ILLINOIS**

County of COOK

55

MARY T. TOMASZEWSKI

a Notary Public in and for said residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

HENRY J. CROWLEY JR AND CHRIS A.

HUSBAND AND WIFE AS JOINT TENANTS  
ARE personally known to me to be the same person S whose name is **THOMAS**  
subscribed to the foregoing.

Instrument, appeared before me this day in person and acknowledged that

Instrument as . . . THE R . . . free and voluntary act, for the uses and purposes therein set forth.  
Date . . . 25 AUGUST

GIVEN under my hand and Notarial Seal this 5th day of August A.D. 1902.

This interview was recorded by

C. BELL, 7035 W. NORTH AVE, OAK PARK, IL. 60302

Digitized by srujanika@gmail.com

# UNOFFICIAL COPY

## 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 lost or destroyed on the premises which may become damaged or be destroyed; (2) keep such premises in good condition and repair without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the benefit of this; (3) pay whenever any indebtedness which may be accrued by grant or charge on the premises superior to the benefit of this, and upon request exhibit satisfactory evidence of the discharge of such indebtedness to Trustee or to the beneficiary; (4) complete without reasonable time, any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance 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. Grantor shall pay before any penalty attaches 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. In present default hereunder Grantor shall pay in full under protest to 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 fire or damage by fire, lightning or wind storm under policies providing for payment by the insurance companies of money sufficient and other to pay the cost of replacing or repairing the same or to pay in full the indebtedness created hereby, all companies satisfactory to the Beneficiary under insurance policies payable in case of loss or damage to Trustee for the benefit of the Beneficiary. Such right as is given by the standard mortgage laws to be attached to each policy, and the following policies, including additional and renewal policies, to Beneficiary, and in case of nonpayment due to fire, wind or lightning, shall deliver renewed policies not less than ten days prior to the respective dates of expiration.

4. In case of default the Trustee or Beneficiary may, but need not, make any payment or performance of any indenture or covenant of Grantors, which form and manner do not interfere with the rights of the grantors, but need not, make full or partial payments of principal or interest on prior or cumulative, any, and purchase, discharge, compromise or settle any tax bill or other claim or lien of claim thereon, or release from any tax sale or forfeiture affecting and premises or contract any tax or premium or settle any tax bill or other prior to or after claim thereof, or redeem from any tax sale or forfeiture affecting and premises or contract any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and costs, shall be advanced by Trustee or Beneficiary to protect the mortgaged premises and the benefit of said trust deed, and to much extent of indebtedness secured hereby as it shall become reasonable, partly due and payable, in no event advanced by Trustee or Beneficiary to protect the mortgaged premises and the benefit of said trust deed, and to much extent of indebtedness secured hereby as it shall become reasonable, partly due and payable, without notice and with interest. The sum of the amount percentage rate stated in the Loan Agreement this Trust Deed secures. Interest of Trustee or Beneficiary shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Grantors.

5. The Trustee or Beneficiary may, secured making any payment or fully authorized relating to taxes or assessments, may do so according to law bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax assessment, sole for taxes, less taxes or taxes due thereon.

6. Grantor shall, at a reasonable time following the commencement, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantor, pay unpaid indebtedness secured by this Trust Deed in such manner as in the Loan Agreement or in this Trust Deed to the contrary, become due and payable or immediately in the case of default in making payment, and in full, in accordance with the Loan Agreement, or when default shall occur and continue for three days, or in the case of non-payment of the Grantor hereinafter contained, or immediately if all or part of the premises are sold or transferred by the Grantor without Beneficiary's prior written consent.

7. When the indebtedness for which secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the trust deed or, if there shall be allowed, and included as additional indebtedness in the decree for such all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary, or attorney's fees, Trustee's fees, or costs, less notice for deficiency and expert evidence, legal, prothonotary, change, publication, costs and acts, which may be estimated or intended to be expended after entry of the decree of procuring, if such admits of title, title searches and examinations, garnishee policies, title certificates, and similar data and evidence with respect to title as Trustee or Beneficiary may determine reasonable, to present to the court for evidence to defendant in any action to recover the true condition of the title to the subject of the indebtedness, and to prosecute all proceedings and expenses, including attorney's fees, to collect such judgment, and to collect the same by attachment, judgment, decree, or otherwise, and to pay all costs, expenses, attorney's fees, and other expenses, which may be incurred by Trustee or Beneficiary in connection with any proceeding, including prothonotary, trustee, or proceedings to which either of them shall be a party, either as plaintiff, defendant or defendant, in reason of this trust deed or any indebtedness hereby secured, or in preparations for the commencement of any suit for the foreclosure hereof, either in court, or by right to foreclose whether or not actually commenced, or in preparations for the defense of any threatened suit or proceeding which might affect the premises or the security thereof, 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 in order second, all other items which may be due hereunder constituting secured and/or unpaid principal to that evidence in 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 the trust deed in which such bill is filed, may spend a review of said premises. Such expenditure may be made either before or after sale, without notice, without regard to the advance or timely, any of Grantors at the time of application for such review and without regard to the then value of the premises, whether the same is, or shall be then occupied as a home, stand 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 foreclosed suit, and, in case of a sale, and to defuse the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantor, 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 such period. That court that may be necessary or convenient 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 benefit of any such decree, provided such application is made prior to foreclosure date, (2) the deficiency in case of 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 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 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.



FOR RECORDING INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

7035 W. North Ave.  
Bella Vista, IL

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER \_\_\_\_\_

93624145