

TRUST DEED

UNOFFICIAL COPY 93638236

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 9TH 19 93, between EDITH HERRING, DIVORCED AND NOT REMARRIED

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 TWENTY THREE THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS AND 90/***** Dollars (\$ 23436.90*****), together with interest thereon at the rate of (check applicable box):

[X] Agreed Rate of Interest: 17.14 % per year on the unpaid principal balances

N/A 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 19 N/A 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 1/8th 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 15TH 2008. 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 Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: \$ 385.32 followed by 179 at \$ 363.00 followed by 0 at \$.00 with the first installment beginning on SEPTEMBER 15TH 19 93 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at ELGIN Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOTE: THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and conditions 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 to hereon paid, the receipt whereof is hereby acknowledged, do hereby present COVENANT AND WARRANTY into the Trustee as successors and assigns the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the CITY OF HOFFMAN ESTATES COOK COUNTY OF COOK AND STATE OF ILLINOIS to wit:

LOT 8 IN BLOCK 119 IN HOFFMAN ESTATES IX, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JULY 15, 1959 AS DOCUMENT 17598743 IN COOK COUNTY, ILLINOIS.

FIN: 07-16-208-008

800 Washington

- DEPT-01 RECORDING \$23.50
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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises"

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

TO HAVE AND TO HOLD the premises unto the said Trustee, or successors and assigns forever, for the purposes, and upon the uses and trusts herein set forth, free from all claims and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive

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 hand(s) and seal(s) of Grantors the day and year first above written.

Edith Herring (NAME) (SPAL)
EDITH HERRING (NAME) (SPAL)

STATE OF ILLINOIS

County of KANE

KAREN L. LANG

a Notary Public in and for and residing in said County, in the State above said, DO HEREBY CERTIFY THAT EDITH HERRING, DIVORCED AND NOT REMARRIED

who IS personally known to me to be the same person whose name IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that SHE signed and delivered the said Instrument as HER free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 9TH day of AUGUST A D 19 93

KAREN L. LANG (Name) (SPAL)



This instrument was prepared by

KAREN L. LANG ASSOCIATYS FINANCE 302A S. MCLEAN BLVD. ELGIN, IL (Name) (Address)



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CLERK'S OFFICE

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

1. Grantors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. If kept said premises in good condition and repair, without waste, and free from mechanic and other liens or claims for lien not expressly subordinated to the lien hereof, they 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 lien to Trustee or to Beneficiary, if (1) made within a reasonable time any building or buildings now or at any time in process of erection upon said premises. To comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, they 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 service charges, and other charges against the premises when due and shall upon written request furnish to the Beneficiary duplicate receipts therefor. To prevent 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 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 hereby, 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, such rights to be exercised by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and original 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 thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act herebefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on principal or undrawn amount, 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 vested any lien or promise 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 vested 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 secured by 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 satisfaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default or tender on the part of Grantors.
5. The Trustee or Beneficiary hereby secured making any payment or performance or assessment, 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, sale, forfeiture, tax lien or title or claim thereof.
6. 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 to the contrary herein, become due and payable immediately in the case of default in making payment of any such item of indebtedness 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. If 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, notary fees, documentary and expert witness, stamp duty, charges, publication costs and costs which may be estimated as to them to be expended after entry of the decree of foreclosure, and abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and other data and assurances with respect to title as Trustee or Beneficiary may desire to be necessary to carry out or to evidence in full or in part 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 secured by 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 part or interest by Trustee or Beneficiary in connection with a suit proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured or its preparation for the commencement of any suit for the foreclosure hereof after acceptance of a 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, to payment of all costs and expenses incident to the foreclosure proceedings, including all costs and expenses incurred 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. As soon as 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 value of the premises or whether the same shall be then occupied as a residence 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 sale and adjournment during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when the receiver, except for the intervention of such receiver, would be entitled to collect the rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, preservation, control, management and operation of the premises during the whole of the term. The court from time to time may authorize the receiver to apply the net income in his hands by 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 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 a court of law upon the note hereby secured.
11. Trustee or Beneficiary shall have the right to inspect the premises at all seasons, day or night, 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 reveal this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any loss or damages hereunder, except in case of gross negligence or misconduct and Trustee may require indemnification 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, disability 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 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.

FOR RECORD AND INDEX PURPOSES
PRESENT CLERK'S OFFICE OF ABOVE
RECORDED IN CITY HERE

DATE

NAME
STREET
CITY

INSTRUCTIONS

OR

RECORDING OFFICE BOX NUMBER

93638236

OT 11 AM