

TRUST DEED

UNOFFICIAL COPY
93671363

7-27-1993

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 19, 1993, between VESPER YOUNG, A SINGLE PERSON
herein referred to as "Grantors", and F.E. TRONZONE

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 SIX THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND SEVENTY TWO CENTS, Dollars (\$ 26676.72), together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: N/A % per year on the unpaid principal balances.

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 .7.70 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 .6.00 %, which is the published rate as of the last business day of JULY, 19 93; therefore, the initial interest rate is .13.70 % 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 .11.70 % per year nor more than .19.70 % 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 SEPTEMBER 1, 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: 1 at \$ 421.03, followed by 179 at \$ 349.97, followed by N/A at \$ -0-, with the first installment beginning on OCTOBER 1, 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 OAK PARK, 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 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, situated, lying and being in the CITY OF CHICAGO,

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 21 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16, AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1233 S FAIRFIELD, CHGO, IL, 60608
TAX NO; 16-24-207-002-0000

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

TOGETHER with improvements and fixtures now attached together with easements, 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 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.

Vesper Young (SEAL) MARY T. TOMASZEWSKI (SEAL)
Vesper Young (SEAL) Q352 (SEAL)

STATE OF ILLINOIS,

County of COOK

I, MARY T. TOMASZEWSKI, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
VESPER YOUNG, A SINGLE PERSON

who IS personally known to me to be the same person as whose name IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said Instrument as HIS free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 19 day of August, A.D. 19.

Notary Public

This instrument was prepared by

C. BELL 7035 W NORTH AVE OAK PARK, IL 60302
(Name) (Address)

UNOFFICIAL COPY

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

3. Grantor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (ii) keep said premises in good condition and repair, without waste, and free from mechanic or other liens or claims for labor and/or expenses so tendered to the Grantor by (A) pay within due date indebtedness which may become due in whole or in part on the premises; (B) upon grantor's satisfaction evidence of the discharge of such prior grants to Trustee or Beneficiary; (C) complete within a reasonable time any building or building, now or at any time in process of erection, open and premises; (D) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (E) make no material alterations in said premises except as required by law or municipal ordinance.

2. *Guarantees shall pay before any penalty attaches* all general taxes, and shall pay spending taxes, personal account taxes, water charges, sewer service charges, and other charges against the premises which due and shall, upon written request, furnish to the county treasurer or any duplicate receipt therefor, to represent default hereunder, or to make up full under payment in the manner provided by statute any tax of assessment which Guarantor may desire to contest.

3. Grantor shall keep all buildings and improvements now or hereafter situated on land premises insured against loss or damage by fire, lightning or windstorm under policies *providing* for payment by the insurance companies of losses sufficient either to pay the cost of replacing or repairing the same or to pay full the indebtedness secured by such policies in the amount of such losses.

Under insurance policies payable in case of fire, damage or loss to the benefit of the Purchaser, it is agreed that it will be evidence to the grantor that the grantor has caused to be obtained by him such policies, including additional and renewals, as to his knowledge and in his judgment are necessary, and that he shall deliver renewal policies within ten days after notice of the approach of the date of expiration.

4. Because of default there will be trustee or beneficiary may, but not earlier than six months after performance of the grantor's last act and unless otherwise provided in the instrument creating the trust, have the right to require payment of principal and interest due on the trust and to require the grantor to make good any deficiency in the amount so paid.

⁵ The Institute of Demoskopics (VCI) measured the magnetic field after the switch to mobile grids. The measured values were 10 times higher than the permissible limit.

6. **Quarantine**: All participants in the study are required to be in quarantine and are instructed who to contact according to the terms of their quarantine. All the optional Benignary and workflow features (e.g., self-reporting, self-isolation, self-quarantine) are available to the Trust Board, health care provider, or the participant. The system can be used by the health care provider to communicate with the participant and to provide instructions to the participant.

7. When the model becomes available, it will be made available to the public, and the trustee may then make it available to the public at no cost. The trustee may also charge a fee for the use of the model, but the fee shall not exceed the amount of the attorney's fee. Trustees may appear in court in their capacity as trustees or as agents of the estate, and they may be entitled to compensation after the expense of presenting all relevant facts of the case to the court, including attorney's fees. If the attorney's certificate and opinion letter is not received by the court within the time limit set forth in the order of the court, the attorney may file a motion for a writ of habeas corpus, which may be filed in the court where the attorney is licensed to practice law.

8. The proceeds of any foreclosed sale of the premises shall be distributed and applied in the following order of priority, including all amounts necessary to pay off all costs and expenses incurred in the foreclosure proceedings, including all amounts necessary to pay off all costs and expenses incurred in the collection of the debt, including all amounts necessary to pay off all costs and expenses incurred by the Lien Holder in connection with the collection of the debt, including all principal and interest remaining unpaid on the note or notes, and any other amounts necessary to satisfy the debt.

9. Upon or at any time before the filing of a *Notice of Foreclosure* by the court, which shall be filed prior to the expiration of the period of redemption, such opportunity may be had either before or after sale, without notice, without regard to the insolvency or insolvency of the debtor at the time application for such receiver, and without regard to the value of the premises so held, *but if the same shall be then occupied by a lessee, tenant or user, the trustee hereunder may, if he so desires, make such receiver shall have the power to collect the rents, interest and profits of and produce of such property of such lessee, tenant or user during the *full statutory period of redemption*, whether the leasehold interest is not, as well as during any time thereafter when the debtor, except for the intervention of such receiver, would be entitled to collect such rents, interest and profits; and the other powers which may be necessary or are so in law in each case in the trustee's possession, control, management and operation of the premises during the whole of such period.* The court, from time to time may, during the receivership, require the receiver to pay over to his hands in payment of all or in part of (1) the indebtedness secured hereby, or by any decree foreclosing the Trust Deed, or any tax, special assessment or other lien which may bear become superior to the beneficiary or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the ten 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 this 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 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

DELIVERY NAME ASSOCIATION FOR CHILDREN
STREET 703½ W. NICHOLSON
CITY OAK PARK, ILLINOIS

**FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY, HERE**

1233 S FAIRFIELD

CHICAGO, IL, 60608

INSTRUCTIONS

OR
RECORDER'S OFFICE BOX NUMBER _____

607664 Rev. 7-9 (J.B.)