

93761282

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 21st, 1993, between T.A. Copper/Sheffield Capital Partners, Ltd. BY: Anthony R. Hearn, Attorney-In-Fact herein referred to as "Grantors", and F.E. Troncone, Operations Vice-President 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 Thirty Two Thousand Four Hundred and 00/100

together with interest thereon at the rate of (check applicable box): DEPT. OF RECORDING \$32,400.00 \$23.50
T03333 TRAM 2586 09/22/93 15:47:00
44021 # * - 93-761282
COOK COUNTY RECORDER

Agreed Rate of Interest 12.50 % 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-10. The initial Bank Prime Loan rate is N/A %, which is the published rate as of the last business day of N/A, 19N/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 1/4th 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 N/A, 19N/A. 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 36 consecutive monthly installments: 1 at \$ 409.52, followed by 34 at \$ 353.27, followed by 1 at \$ 32068.71, with the first installment beginning on November 1st, 1993 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Calumet City 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 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 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal Description:

The South 5 Feet of Lot 12 and all of Lot 13 in Block 5 in Cole's Subdivision of the West 1/2 of the South 20 Acres of the West 1/2 of the Northeast 1/4 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

ALSO COMMONLY KNOWN AS: 9030 South May Street, Chicago, Illinois, 60620

25-05-226-031-000

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 right 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.

[Signature] (SEAL) T.A. Cooper-/Sheffield Capital Partners, Ltd. (SEAL)
BY: Anthony R. Hearn, Attorney-In-Fact (SEAL)

STATE OF ILLINOIS,

County of Cook

I, MAGDA J. GOMEZ
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
ANTHONY R. HEARN



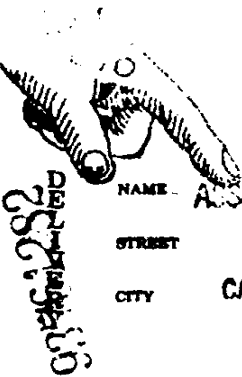
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth under my hand and Notarial Seal this 22ND day of SEPTEMBER, A.D. 19 93
Notary Public

This instrument was prepared by Assoc. and Finance, Inc.
2020 E. 157th, Calumet City, IL
(Name) [Signature] (Address)

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 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 mechanical or other liens or claims for liens not expressly subordinated to the lien hereof, (3) 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, (4) complete within a 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 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 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. 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 of 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 with the requirements of 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 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 herebefore requested of Grantors in any form, and in such event shall be liable for the same, but need not make full or partial payments of principal or interest on prior encumbrances of any and purchase, discharge, compromise or settle any tax lien or other prior lien on the premises, or the proceeds of redemption from any tax sale or forfeiture affecting said premises or interest any tax or promise to settle any tax lien or other prior lien on title or claim, the need of redemption from any tax sale or forfeiture affecting said premises or interest 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 all other moneys advanced by Trustee or Beneficiary to protect the mortgage premises and the lien hereof, shall be a first additional indebtedness secured hereby, and shall be paid immediately 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 this right accruing to them on account of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may discharge any full statement of delinquency received 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 other claim thereon.
6. Grantors shall pay protection of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice or warning, all unpaid indebtedness secured by this Trust Deed shall not withstanding anything in the Loan Agreement or this Trust Deed to the contrary, become due and payable, automatically, in the event of a default in making payment of any installment on the Loan Agreement or if a foreclosure suit shall be commenced 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 lawfully become due, whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and allowed as additional indebtedness in the decree for sale and expenses of a foreclosure which may be paid or incurred by or on behalf of Trustee or Beneficiary, the attorney's fees, appraiser's fees, notary fees, advertising and other expenses, public hearing, notations, and all other expenses which may be incurred by or on behalf of Trustee or Beneficiary in the exercise of the power of foreclosing, and all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and all fees and expenses of a professional title insurance company or Beneficiary may desire, to be reasonably incurred for the purposes herein authorized, and in addition, all other costs and expenses which may be incurred by or on behalf of Trustee or Beneficiary in the exercise of the power of foreclosing. All expenditures and expenses of Trustee or Beneficiary in the performance herein mentioned shall become a part of an additional indebtedness secured hereby, and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement or this Trust Deed, as the case may be, when payment is made by Trustee or Beneficiary in connection with any proceeding, including a foreclosure suit, or in any other proceedings, to which either of them shall be a party, either as plaintiff or defendant, or in respect of or in connection with the enforcement of any suit for the foreclosure hereof, whether or not actually commenced or in preparation for the foreclosure suit or proceeding, which may be instituted or prosecuted, which may affect the premises or the security hereof, whether or not actually commenced or in preparation for the foreclosure suit or proceeding, which may be instituted or prosecuted, which may affect the premises or the security hereof.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other debts which under the terms of the mortgage are secured by the premises, and third, the balance, if any, to the lender 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. 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 true value of the premises or whether the same shall be then occupied as a homestead 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 a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other powers which may be necessary or appropriate in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income of the premises to the 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 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 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 thereon 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.



Notary Public

NAME ASSOCIATES FINANCE INC.
 STREET 2020 E. 159th St.
 P.O. BOX 1459
 CITY CALUMET CITY, IL 60409

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

9030 S. Marquette Street
 Chicago, IL, 60620

INSTRUCTIONS
 OR
 RECORDER'S OFFICE BOX NUMBER _____