

TRUST DEED **UNOFFICIAL COPY**

93137429

THIS ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 19, 1993, between Julio C. Alicea and Rosa M. Alicea (husband and wife) Thomas Rivera and Isabela A. Rivera (husband and wife) referred to as "Grantors", and L. 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 eighty thousand three hundred thirty nine and 99/100 Dollars (\$ 80339.99 ) together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: \_\_\_\_\_ % 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 Q1.5. The initial Bank Prime Loan rate is 6.00 %, which is the published rate as of the last business day of January, 1993; 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 100 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 15.70 % 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 March 01, 2009. 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 \$ 1267.99, followed by 179 at \$ 1053.98, followed by xxx at \$ 0, with the first installment beginning on April 01, 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 Hoffman Estates 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, situate, lying and being in the Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

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Lot four (4) and the north half (1/2) of lot five (5) in Corby's resubdivision of the west half (1/2) of block three (3) in Hagan and Brown's addition to Chicago, being a subdivision of the south west quarter (1/4) of the south west quarter (1/4) of section thirty five (35), township forty (40) north, range thirteen (13) east of the third principal meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$23.50  
136666 TRAM 7814 02/22/93 14:45:00  
#2760 # 93-137429  
COOK COUNTY RECORDER

Also known as 1650 NHarding  
13-35-33-018

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.

Julio C. Alicea (SBAI) Rosa M. Alicea (SBAI)  
Thomas Rivera (SBAI) Isabela Rivera (SBAI)

STATE OF ILLINOIS }  
County of Cook } SS

I, Anthony Cascio-Mariana, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Julio C. Alicea and Rosa M. Alicea (husband and wife) Thomas Rivera and Isabel A. Rivera (husband and wife) who are personally known to me to be the same persons, whose name are 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.

GIVEN under my hand and Notarial Seal this 19 day of February, A.D. 1993  
Anthony Cascio-Mariana Notary Public

This instrument was prepared by  
SHARON LEE .2509 W GOLF RD, HOFFMAN ESTATES, IL 60134

2350/12

