

TRUST DEED UNOFFICIAL COPY

3939887

THE ABOVE SPACE FOR RECORDERS USE ONLY

93164694

THIS INDENTURE, made March 2, 19 93 between Laverne L. Jeans, a widow and not since remarried 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 Seventeen Thousand Seven Hundred Forty

One Dollars and Twenty Nine Cents ***** Dollars (\$ 17741.29 together with interest thereon at the rate of (check applicable box):

DEPT-01 RECORDINGS \$23.50 T#7777 TRAN 5763 03/04/93 14:42:00 #3376 * -93-164694 COOK COUNTY RECORDER

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 is 1.98 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 February 28, 1993; therefore, the initial interest rate is 13.98% per year.

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 10, 192008.

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 \$ 249.80, followed by 179 at \$ 236.02 followed by -0- at \$ -0- with the first installment beginning on April 10, 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 Naperville Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

IN WITNESS WHEREOF, the Grantors in person 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, who receipt hereby acknowledged, do by these presents (CONVEY) and WARRANT unto the Trustee, his 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 Lemont, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The East 55 feet of Lot 2 (except the South 4 feet of the East 4 feet of the East 50 feet thereof) and (except the South 3 feet of the West 5 feet of the East 55 feet of said Lot 2); also the West 25 feet of Lot 1 (except the South 4 feet thereof) all in Block 4 in Park addition to Lemont, being a subdivision of part of the North Half of the West Half of Lot 16 in County Clerk's Division in Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, North of the South line of the extension of Logan Street across said Lot in Cook County, Illinois PIN: 22-29-106-015 Commonly known as: 40 Custer, Lemont, IL

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, his successors and assigns, however, for the purpose, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Financial Emergency Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive

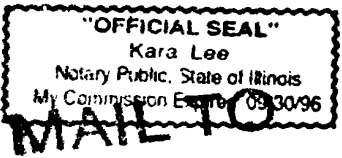
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

Laverne L. Jeans (SFA) 93164694 (SFA)

STATE OF ILLINOIS, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT Laverne L. Jeans

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

ON: PEN under my hand and Notarial Seal this 2nd day of March, 1993 Kara Lee Notary Public



This instrument was prepared by C. Kesner/Associates Finance 1275 Naper Blvd., Naperville, IL 60540



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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 mechanic's or other liens or claims for lien 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 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. 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 Grantors 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 companies 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 evidenced 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 date of expiration.
4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, 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 contest 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 so much 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) fraction of Trustee or Beneficiary shall never be considered as a waiver of any 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 do so according to any bill, statement or estimate procured 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 thereon.
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 in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) 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. In 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, appraisal, copy-outlay for documents and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such interests of title, title searches and examination, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary, either to prosecute such suit or to evidence to bidders at 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 mentioned in this paragraph shall become so much 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 paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned 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. 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 then 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, 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 said period. The Court from time to time may authorize the receiver 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, including 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 thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall not 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 payments 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 RECORDERS OFFICE PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DELIVERY

NAME

STREET

CITY

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER _____

93164694

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Property of Cook County Clerk's Office

93161697

92905387

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any amount paid to Borrower in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument. In the event of a partial taking of the Property, the proceeds shall be reduced by the amount of the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, not a Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Release by Lender Not a Waiver. Extension of the date for payment or modification of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note is not obligated to pay the sums secured by this Security Instrument, and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing it by first class registered mail, return receipt requested, to the address last given by Borrower. The notice shall be deemed to be given by first class registered mail, return receipt requested, if the notice is mailed to the Property Address or any other address designated by Borrower. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Jurisdiction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given a certified copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold, transferred, conveyed, or otherwise disposed of, this Security Instrument shall remain in full force and effect, and the Note shall be binding on the transferee, transferee's heirs, assigns, and successors.

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's default under paragraph 17 and shall provide the date the notice is given to Borrower. The notice shall specify: (a) the default; (b) the amount due to Lender; (c) the date the notice is given to Borrower; (d) the date the notice is given to Borrower plus 30 days from the date the notice is given to Borrower. The notice shall specify: (a) the default; (b) the amount due to Lender; (c) the date the notice is given to Borrower; (d) the date the notice is given to Borrower plus 30 days from the date the notice is given to Borrower. The notice shall specify: (a) the default; (b) the amount due to Lender; (c) the date the notice is given to Borrower; (d) the date the notice is given to Borrower plus 30 days from the date the notice is given to Borrower.

20. Hazardous Substances. Borrower shall not store, use, or dispose of any hazardous substances on or in the Property. Borrower shall not allow any other person to store, use, or dispose of any hazardous substances on or in the Property. Borrower shall not be liable for any cleanup costs or removal or other remedial actions in connection with any hazardous substances on or in the Property. Borrower shall not be liable for any cleanup costs or removal or other remedial actions in connection with any hazardous substances on or in the Property.

19. Sale of Note, Change of Lender, or Transfer of Property. The Note is a negotiable instrument in the Note together with the Security Instrument. The Note may be sold, assigned, or otherwise transferred without notice to Borrower. The Note may be sold, assigned, or otherwise transferred without notice to Borrower. The Note may be sold, assigned, or otherwise transferred without notice to Borrower.

18. Borrower's Right to Reinstate. If Borrower meets the conditions set forth in paragraph 17, Borrower may reinstate the Note and the Security Instrument. Borrower may reinstate the Note and the Security Instrument. Borrower may reinstate the Note and the Security Instrument.

Lender's prior written consent is required for any transfer of the Note or the Security Instrument. Lender's prior written consent is required for any transfer of the Note or the Security Instrument.

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FORM 3014 (Rev. 1-1-79)

[Handwritten signature]

[Handwritten signature]

Property of Cook County Clerk's Office

92903387

[Handwritten signature]
[Handwritten signature]

BY SIGNATURE AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE SECURITY INSTRUMENT AND IN ANY RIDER(S) ATTACHED HERETO AND TO WHICH IT IS REFERRED BY THIS INSTRUMENT.

- Adorable Rms Rider
- Planned Unit Development Rider
- Condominium Rider
- Rate Improvement Rider
- Weekly Payment Rider
- Second Home Rider
- Family Rider

1. Return upon payment of all sums secured by this Security Instrument. Lender shall release its security instrument upon payment of all sums secured by this Security Instrument. Borrower shall pay any sums due to lender.

2. Borrower waives all right of homestead exemption in the property.

3. Borrower and lender agree that the Security Instrument as if the rider(s) were a part of the Security Instrument.

4. The covenants and agreements of each rider shall be incorporated into and shall amend and modify the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and modify the Security Instrument.