

TRUST DEED

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945219257

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 9 19 94, between JOHN JOZWIAK, WEDOWER AND NOT STACE REMARIED, hereinafter referred to as "Grantors", and F. E. TRONCONE OPERATIONS VICE PRESIDENT AND TRUSTEE of OAKBROOK TERRACE, Illinois, hereinafter referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., hereinafter referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of EIGHTY--SIX THOUSAND NINE AND 63/100 Dollars (\$ 86,009.63), together with interest thereon at the rate of (check applicable box):

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

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 3.70 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 7.25 %, which is the published rate as of the last business day of MAY 19 94 ; therefore, the initial interest rate is 10.95 % 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 8.25 % per year nor more than 16.25 % 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 JUNE 15 20 00. 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, in cash payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 1 at \$ 1001.10 followed by 179 at \$ 974.94 followed by 0 at \$ 0.00 with the first installment beginning on JULY 15 19 94 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at AURORA Illinois, at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

FMS 94-232

NOW, THEREFORE, the Grantors in order to secure the payment of the said debt, 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, his successors and assigns, the following described lot or lots and all of their title, use and interest therein, whole, half and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 4 AND 5 IN BLOCK 114 IN CALVIN P. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH-WEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL #16-33-320-020 + 0.29 DEPT-01 RECORDING \$98.00
COMMONLY KNOWN ADDRESS: 3706 N 53RD AVE TMSRS TRAN 7839 06/14/99 09.14.00
CHICAGO IL 60630 N7189 N J J * 244-252 2 7 2 5
COOK COUNTY RECORDER

9800

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, heirs, 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 waive, release and release.

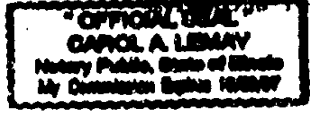
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

John Jozwiak (REAL)
JOHN JOZWIAK (REAL)

STATE OF ILLINOIS, County of DEKALB } ss. CAROL LENAY
Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN JOZWIAK

COOK COUNTY RECORDER
#1914
TMSRS TRAN 984 06/14/99 09.17.00



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 voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9TH day of JUNE A.D. 1994
Carol A. Lenay Notary Public

VERONICA PERALEZ 4421 E. NEW YORK ST AURORA IL (Home) (Address)

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

23.50 BNU

