

## TRUST DEED

UNOFFICIAL COPY

945247

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made JUNE 9, 1994, between JOHN JOZWIAK, W/POWER  
AND NOT IN THE PERSON OF, herein referred to as "Grantor", and F. E. THONCONE  
OPERATIONS VICE PRESIDENT AND TRUSTEE of OAKBROOK TERRACE, Illinois,

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associated Finance, Inc., herein referred to as "Beneficiary", the legal holder  
of the Loan Agreement hereinafter described, the principal amount of EIGHTY-SIX THOUSAND NINE AND 63/100\*  
together with interest thereon at the rate of (check applicable box): 10.25% per year.

\*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, 1994; therefore, the initial interest rate is 10.25% 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 8% in any year. In no event, however, will the  
interest rate ever be less than 8.25% per year nor more than 10.25% 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, 2000. Associated waives the right to any  
interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantor promises to pay the sum due in the said Loan Agreement of even date herewith, hence 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  
1994, 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.

NOW, THEREFORE, the Grantor to secure the payment of the said obligation, in accordance with the terms, provisions and limitations of the Trust Deed, and the performance of the covenants  
and agreements herein contained, by the Grantor to be performed, and also to 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 rights, title and interest therein, where and being in the  
COUNTY OF COOK AND STATE OF ILLINOIS, in the  
LOT# 4 AND 5 IN BLOCK 11A IN CALVIN F. TAYLOR'S SUBDIVISION OF THE BABY 4 OF THE SOUTH-  
WEST 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 \$88.00  
COMMONLY KNOWN ADDRESS: 3706 N 33RD AVE TAKES 88' TRAN 7839-06/14/94 09-16-00  
CICERO IL 60650 H7164 N 33RD + 0.29 - 0352 2 4525

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

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 Grantor do hereby放弃, 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 Grantor, their heirs, successors and  
assigns.

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

John Jozwak  
JOHN JOZWIAK

STATE OF ILLINOIS,

County of DEKALB

COOK COUNTY RECORDER  
5225 67 2750-12-94-07-1711 #191  
00-21-60 64/ht/94 TRAN 7839-06/14/94 09-16-00  
09-16-00

OFFICIAL COPY  
CAROL A. LEMAY  
Notary Public, State of Illinois  
My Commission Expires 10/04/07

(REAL)

(REAL)

(REAL)

(REAL)

CAROL A. LEMAY

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
JOHN JOZWIAK, Subscribed to this instrument,

who is, personally known to me to be the same person, who signs the instrument, Subscribed to  
the foregoing instrument, appeared before me this day in person and acknowledged that he  
signed and delivered the said instrument as his, as his first voluntary act, for the uses and  
purposes herein set forth.

OCTOBER under my hand and Notarial Seal, 9TH day of JUNE, AD 1994.

Carol A. Lemay  
Notary Public

This instrument was prepared by VERONICA PERALEZ (Signature)

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

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

2350  
BRUE

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THE COVENANTS, CONDITIONS AND REMEDIES REFERRED TO ON PAGE 1  
(THE REVERSE SIDE OF THE 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 mechanics' or other liens or claims for liens not expressly subordinated to the lien hereof, and upon request afford satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (3) complete within a reasonable time any building or buildings now or at anytime in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) 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 or damage by fire, lightning or windstorm under policies payable, or payment by the insurance companies of money sufficient after paying the cost of replacing or repairing the same to pay in full the indebtedness secured hereby, all in compliance 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 inserted in each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewed policies not less than ten days prior to the respective dates of expiration.
4. In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinabove 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 indebtedness, if any, and purchase, compromise or settle any lien or other prior lien or claim hereof, or redeem from any lien or holder holding sold premises or cancel any tax or assessment. All moneys held 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 will accrue thereon at the annual percentage rate stated in the Loan Agreement or the Trust Deed unless, insertion of Trustee or Beneficiary shall never be considered as a waiver of any right relating to them in respect of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary hereby agrees making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate furnished them from the appropriate public office without inquiring into its accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or claim thereon.
6. Grantors shall pay one-half 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 the 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) whenever all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. When the indebtedness herein 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 deducted as additional indebtedness in the decree for costs of expenditure and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary (or attorney's fees, Trustee's fees, the lawyer's fees, court for documentary and expert evidence, stenographer's charges, publication costs and costs which may be determined to be necessary to foreclose the title or the value of the property). All expenses and expenses of the nature in this paragraph mentioned shall become an item additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement or the Trust Deed unless, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant in respect of the Trust Deed or any indebtedness herein specified; 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) preparation for the defense of any threatened suit or proceeding which might affect the title to the security herein, 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 expense 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 amounts to Grantors, fifth, heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill in foreclosure the Trust Deed, the court in which such bill is filed may award a receiver of said premises. Such appointment may be made, either before or after sale, without notice, without regard to the competency or incompetency 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 on said premises during the pendency of such foreclosure but not, in case of a sale and delivery, during the last statutory period of redemption, whether there be a redemption, or not, as well as during any further time when Grantors, through 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 pendency of said period. The Court from time to time may determine the person or to apply the net income in fee simple in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing the Trust Deed, or any legal action or settlement or other lien which may be or become superior to the lien hereof or of such debts, provided such apportionments made prior to foreclosure, (2) the deficiency in case of a sale and delivery.
10. No action for the enforcement of the lien or of any provision hereof which is subject to any defense which would not be good and available to the party intervening herein in any action at law upon the facts hereby stated.
11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and excuse minor瑕疵 shall be permitted for sale purposes.
12. Trustee has no duty to examine the title, location, boundaries, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to accept any paper herein given unless specifically obligated by the terms hereof, nor be liable for any acts or omissions by Grantor, except in case of gross negligence or recklessness and Trustee may require Grantor to be responsible to Trustee before accepting any paper herein given.
13. Upon presentation of satisfactory evidence that all indebtedness created 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 hereof, by proper instruments.
14. In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a successor in Trust. Any successor in Trust hereunder shall have the same 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 held for the payment of the indebtedness or any part thereof, whether or not such persons shall be succeeded in the Loan Agreement or the Trust Deed. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

MAIL TO:

D NAME: ASSOCIATES FINANCE  
E STREET: 4428 E. NEW YORK ST.  
L CITY: AURORA IL 60504

INSTRUCTIONS

OR

COONDRIDGE'S OFFICE BOX NUMBER:



FOR THE CONVENIENCE INDEX PURPOSES  
INSERT STREET ADDRESS OR ADDRESS  
DESCRIBED NEARLY HERE

DE

