

TRUST DEED

UNOFFICIAL COPY

94768546

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 23, 1994, between John O'Malley and Betty A. O'Malley, his wife as joint tenants herein referred to as "Grantors", and F.E. Troncone, Operations Vice President of Oak Brook 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 Eight thousand Seven Hundred thirty-six Dollars and Sixty-five cents (\$ 8736.65), 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.

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 19 Associates waived 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 consecutive monthly installments: at \$ followed by 19 and the remaining installments continuing on the same day of each month thereafter until fully paid.

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, life and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 10 and 11 in Block 18 in the Town of Elmwood in the northeast Quarter of Section 2, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

DEPT-01 RECORDING \$23.50
T#8888 TRAN 1297 08/31/94 11:30:00
#4401 # JB # 94 -768546
COOK COUNTY RECORDER

PIN # 06-02-200-005

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with improvements and fixtures now attached together with assessments, 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.

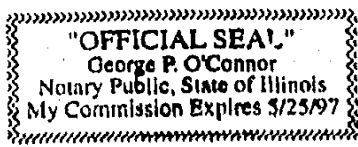
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

Signatures of John O'Malley and Betty A. O'Malley with (SEAL) markings.

STATE OF ILLINOIS,
County of Cook

George P. O'Connor, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John O'Malley and Betty A O'Malley his wife as joint tenants who personally known to me to be the same person as whose name is 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 23rd day of August, A.D. 1994.
Notary Public

This instrument was prepared by Pam T. Clark 9528 S Cicero Ave Oak Lawn, IL 60453 (Name) (Address)

Table with 3 rows: ORIGINAL (1), BORROWER COPY (1), RETENTION COPY (1)

23 50 EA

UNOFFICIAL COPY

90/04/1991 / 01/11

10/06/01

RECORDING OFFICE BOX NUMBER

OR

INSTRUCTIONS

RELEVABLE

NAME
STREET
CITY

ASSOCIATES FINANCE, INC.
9528 S. Cicero Ave.
P.O. Box 586
Oak Lawn, IL 60453

FOR RECORDED INDEX PURPOSES
INSERT SHEET ADDRESS OR ABOVE
DETERMINED APPROPRIATELY HERE



1. The Trustee shall pay and discharge all taxes and other charges which may be assessed or levied on the property or any part thereof, including but not limited to, property taxes, income taxes, and other taxes, and shall deliver to the Beneficiary a copy of all such tax returns and payment receipts.
2. The Trustee shall pay and discharge all expenses of the Trust, including but not limited to, legal fees, accounting fees, and other professional fees, and shall deliver to the Beneficiary a copy of all such receipts and bills.
3. The Trustee shall pay and discharge all interest on any debt or obligation of the Trust, and shall deliver to the Beneficiary a copy of all such interest statements and receipts.
4. In case of default hereunder, the Trustee shall pay and discharge all expenses of the Trust, including but not limited to, legal fees, accounting fees, and other professional fees, and shall deliver to the Beneficiary a copy of all such receipts and bills.
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9. Upon or at any time after the filing of this deed, the Trustee shall have the right to foreclose the Trust, or to sell the property or any part thereof, in order to pay and discharge all the debts and obligations of the Trust, and to distribute the proceeds of such sale or distribution to the Beneficiary, and to execute all necessary documents for the same, without regard to the consent or approval of the Beneficiary, and to execute all necessary documents for the same, without regard to the consent or approval of the Beneficiary.
10. No action for the enforcement of the terms of any provision hereof shall be subject to any date which would not be good and available to the party interposing same in any action at law upon the face hereof.
11. The Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and to receive all records and documents relating to the Trust, and to execute all necessary documents for the same, without regard to the consent or approval of the Beneficiary.
12. The Trustee has no duty to return the deed, or to execute any other documents, until the Trust is fully paid, and until the Trustee has received all the records and documents relating to the Trust, and until the Trustee has received all the records and documents relating to the Trust.
13. Upon presentation of satisfactory evidence that all indebtedness secured by this deed has been fully paid, the Trustee shall have full authority to release the deed, and to execute all necessary documents for the same, without regard to the consent or approval of the Beneficiary.
14. In case of the resignation, inability or refusal to act of the Trustee, the Beneficiary shall have the authority to appoint a Successor Trustee, and the Successor Trustee shall have the same powers and authority as are herein given to the Trustee.
15. This deed and all provisions hereof shall extend to and be binding upon the Trustee and all persons claiming under or through the Trustee, and the word "Beneficiary" when used herein shall include all such persons and all persons to whom the payment of the principal and interest on the debt or obligation secured by this deed is due, whether or not such persons shall have been named herein. The word "Beneficiary" as used herein shall mean and include all such persons and all persons to whom the payment of the principal and interest on the debt or obligation secured by this deed is due, whether or not such persons shall have been named herein.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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