

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made SEPTEMBER 27th, 19 94, between MYRTLE MORGAN AND QUENTIN S. MORGAN, AS JOINT TENANTS, MARIED IN THE CITY OF CHICAGO herein referred to as "Grantors", and F.E. TRONCONE, OAKBROOK, 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 SIXTY-THREE THOUSAND FIVE HUNDRED AND FIFTY & 99/100 Dollars (\$63,550.99), together with interest thereon at the rate of (check applicable box):

NA Agreed Rate of Interest. NA % per year on the unpaid principal balances.
 NA 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 NA 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 NA %, which is the published rate as of the last business day of NA 19 NA; therefore, the initial interest rate is NA % 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 NA % per year nor more than NA % 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 NA 19 NA. 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 NA consecutive monthly installments NA at \$ NA, followed by NA at \$ NA, followed by NA at \$ NA, with the first installment beginning on NA 19 NA and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at CHICAGO Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors do, 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 the loan as hereinafter recited, do hereby 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 7 IN THE RESUBDIVISION OF PART OF LOT 1 AND ALL OF LOTS 2 TO 14 BOTH INCLUSIVE, IN BLOCK 22 IN HENRY WELP'S HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION IN SECTION 5 AND 8 TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO. 25-08-205-055
CKA: 9522 S GREEN CHGO, 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, 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, heir heirs, successors and assigns.

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

Myrtle Morgan (SEAL) Quentin S. Morgan (SEAL)
MYRTLE MORGAN QUENTIN S. MORGAN

(SEAL) (SEAL)

STATE OF ILLINOIS, }
County of COOK } SS

THE UNDERSIGNED
Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MYRTLE MORGAN AND QUENTIN S. MORGAN, AS JOINT TENANTS ARE personally known to me to be the same persons whose name SARE 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 27th day of SEPTEMBER A.D. 19 94

This instrument was prepared by E. VALENCIA 6500 W IRVING PK RD., CHGO
(Name) (Address)

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

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CHICAGO

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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 be one damaged or be destroyed, by keeping said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims, (2) pay when due any indebtedness, which may be secured by a lien or charge on the premises superior to the lien hereof, and upon receipt of that statutory evidence of the discharge of such prior lien to Trustee or Beneficiary, (3) complete within a reasonable time any building or buildings now or at anytime in process of being constructed on the 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 charges, garbage and other charges against the premises when due, and shall upon written request for such taxes and charges, if any, and a preliminary date of payment therefor, to prevent default hereunder, pay the same in full 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 dates of expiration.

4. In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act herebefore required, if such is in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior loans or mortgages, and purchase or discharge or satisfy any tax, lien or other claim or title or claim thereof, or freedom 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 herein authorized premises and the same hereof, shall be a first lien in priority over all other liens 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. Trustee or Beneficiary shall never be considered as a waiver of any right or claim 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 discharge and satisfy any lien or other claim or title secured 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 other 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 constitute anything in the Loan Agreement or in this Trust Deed to the contrary. It becomes 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 same, hereof, they shall be entitled to foreclose the same, 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 fees, duty for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated at 10% to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, 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 in this paragraph mentioned 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, to enforce the same or (b) any suit, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (c) preparations for the commencement of any suit or the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (d) 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, to pay to the holder of the mortgage secured by this Trust Deed, including all such items as are mentioned in the preceding paragraphs hereof, and all other liens which under the terms hereof, shall be secured hereunder, in addition to that evidenced by the Loan Agreement, with interest thereon as herein provided, second, 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 true 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 a deficiency, during the full statutory period of redemption, whether there is 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 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 or order enforcing this Trust Deed or any tax, sale, 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 any action of law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.

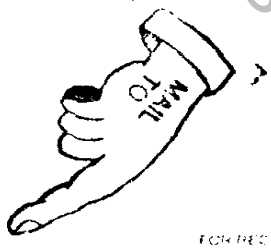
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any deed hereon given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence, misconduct and Trustee may require present 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 ~~file thereon~~, 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 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 payment 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.

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DELIVERY

NAME Arnold H Kaplan
 STREET 180 N. La Salle #61601
 CITY Chicago, Ill 60601

FOR RECORDS INDEX PURPOSES
 INSERT CORRECT ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE

9522 S GREEN
 CHGO, IL

INSTRUCTIONS

OR
 RECORDER'S OFFICE BOX NUMBER _____