TRUST DEED UNOFFICIAL COPY

gar ar an		1-D"	BANOVE SPACE FOR RECORDS	
THIS INDENTU	RE, made NOVEMBER 1		,19 <u>94</u> , belween	LEE LINDSEY, A SINGLE MAN
ALFRED LINDS	EY DIXWRXEXX ANIX SINCEX XX ICE PRESIDENT AND TRUSTE	E OF WARRINGS	rred to as "Grantors", a TERRACE	and F. E. TRANCONE
	oas "Trustee", witnesseth:	377.2		
THAT, WHERE	S the Grantors have promised to	pay to Associates Fina	nce, Inc., herein referre	d to as "Beneficiary", the legal holder SAND NINE ITUNDRED TEN AND
of the Loan Agre	ement hereinafter described, the pr	incipal amount of	IGHTY-SEVEN THOU:	Dollars (\$ 87,910,49),
together with Inte	rest thereon at the rate of (check a	oplicable box):	<u> </u>	
Or 194/A A manad Bata	of Interest:% per ye	ar on the tippeld princh	nal halanoas	
Sala Deer ANA Sala	of interest: This is a variable intere	at rate loan and the inte	rest rale Will increase o	r decrease with changes in the Prime
Loan rate. The l	nterest rate will be 6.64 perce	entage points aboye j	e Bank Prime Loan Re	ite published in the Federal Reserve ished rate as of the last business day
Board's Statistics	il Release H.15. The initial Bank Pr	ime Loan rate is	%, which is the publ	ished rate as of the last business day
Board's Statistics of OCTOBE increase or decr				% per year. The interest rate will e, as of the last business day of the
				Bank Prime Loan rate on which the
current interest r	ate is broud. The interest rate can	not increase or decrea	se more than 2% in an	y year. In no event, however, will the
Interest rate ever		nor more than 20,	% per year. The in	terest rate will not change before the
Interest rate ever	lė.			W
- rajustinotto iti il				f the remaining monthly payments in
the month follow	ing the anniversary dute of the los a paid by the last payment date of _	in and every 12 month NOVEMBER 15	is thereafter so that the 2009	total amount due under said Loan Associates waives the right to any
interest rate incre	ease after the last anniversary date;	orior to the last paymer	 	
in the property of the control of th	O _x	الإنسانية والمدورة		
The Grantors delivered in 1	promise to pay the said sum /n the 80 consecutive monthly instal	said Loan Agreement o In ents: ¹⁸⁰ ai	of even date herewith, n s 1193.94	nade payable to the Beneficiary, and at
\$0.00	followed by 0 at \$	0.00 with t	he first installment begi	nning on <u>DECEMBER 15</u> ,
		of the same day of eac	n month thereafter until	fully paid. All of said payments being
	AURORA Illinois, o	or at such place as the	Beneficiary or other no	lder may, from time to time, in writing
appoint.	the Grantors to secure the payment of the said ob-	Igation in accordar us 1th the lar	ms, provisions and limitations of t	ils Trust Deed, and the performance of the coverents
and agreements herein co	ntained, by the Graniors to be performed, and also i unto the Trustee, its successors and assigns, the fo	in consideration r .the s im of On Nowing described. Real Estate and	e Coller in hand paid, the receipt w I all of their estate, litte and interest	is Trust Deed, and the performance of the covenents fiereof is heleby acknowledged, do by these presents therein, situate, lying and being in the
anismon LD	OK AND STATE OF ILLIF ELLS AND NASH'S RESUBDIV	IOIG IÀ HIII	er i kalandar da araba da arab	
COURS & OF T	HE NORTHEAST & OF THE NO	RTHEAST & AND Th	IE SOUTHEAST 늄 OI	THE NORTHEAST & OF SECTION
17, TOWNSHIP	/30 NORTH, RANGE 14, EAS		/ // \	AN IN COOK COUNTY, ILLINOI
PERMANENT PA	RCEL #25-17-228-021 WN ADDRESS: 10608 S PEOR	дар с 1 — 1 — 12 ж IA	*MARRIED TO S	HELIA D. LINDSEY
result. The constant of a north	CHICAGO IL 6	1628 HGB6T	385	
	THIS IS	S NOT HOMESTE	AD PROPERTED	1 RECORDING \$23. 1 TRAN 4649 11/18/94 16:02:00
	reinafter described, is referred to herein as the *prem	vises."	• \$ 638°	7 + RV *-94-98138
TO HAVE AND TO HE	overnents and fixtures now attached together with so DLD the premises unto the said Trustee, its success	ore and assigns, forever, for the	ourposes, and upon the upon and	DK COUNTY RECORDER sustance to the second benefits
under and by virtue of the h	formestead Exemption Laws of the State of Illinois, w	rhich said rights and benefits the t	Brantors do hereby expressly releas	
deed) are incorpo	I consists of two pages. The coven rated herein by reference and are	ants, conditions and pr a part hereof and sha	ovisions appearing oi⊣, ill be binding on the Gr	page 2 (the reverse side of this trust en ors, their heirs, successors and
assigns.	7			/Sc.
WITNESSINE	pand(s) and seal(s) of Grantors the	day and year lirel abov	e written.	
Se il	X.	7	18 1	
- 70	EE LINDSEY	(SEAL)	ALFRED LIN	DSEY
· .		(SEAL)	/	(SEAL)
	•		1 sel	
STATE OF ILLINOIS,	``	, XMXXXX	SHANKER JAN	ET A. LAMBERTY
1	ss.	e Notary Public in an	for and residing in said County, in	the State aforesaid, DO HEREBY CERTIFY THAT AND ALFRED LINDSEY,
County of COOK				ARRES MARRIED TO SHEL
		WHO ARE	personally known to me to be the	a same person S, whose name AREsubscribed to
	······································			person and acknowledged that THEY
	"OFFICIAL SEAL"	•		EIR free and voluntary act, for the uses and
	JANET A. LAMBER	purposes therein set f GIVEN under my fi	end and Notarial Seal this <u>9731</u>	day of NOVEMBER/) .A.D. 19 94.
	NOTARY PUBLIC, STAPIRES 5/4/98	3		ent (anheitel
	Emman		ASSOCIATES FINAL	Noten/Public
		VERONICA PERAL	EZ 4428 E NEW	YORK ST AURORA IL 60504 (Address)
		ORIGINAL (1)	 -	
		BORROWER COPY	(1)	73-50 00800A
607664 Rev. 7-91(I.B.)		RETENTION COPY		
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THE COVERN VIS. OCIDITIONS AND PROVISIONS REPERFECT TO ON PAGE 1 (THE REVERSE STOP OF THUS TRUST DEED):

- 1. Graniors 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 rupair, without waste, and free from mechanic's or other liens or claims for the not expressly subordinated to the tien hereof; (3) pay when due any indebtedness which may be soccured by a tien or change on the premises superior to the lien hereof, and upon request exhibit satisfactory orderice of the discharge of such prior lien to Trustee or to Beneficiary. (4) compilits within a reservable time any buildings in buildings now or at anytome in processe of excellent upon said premises (5) comply with all requirements of taw or municipal ordinances with respect to the premises and the use thereof; (6) make no material attentions 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, andors sortice charges, and other charges against the premises when due, and shall, upon written request, famish to Trustee at to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in his under protest, in the manner provided by statute, any lex 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, Eightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repelting 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 endenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and reviewal 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 therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Granters in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior anoumbteness, if any, and purchases, discharge, compromise or settle any tax also or forfeiture affecting said premises or contest any tax or promise or settle any tax lies or other prior lier or title or claim thereof, or redeem from any tax and every forfeiture effecting said premises or contest any tax or assessment. All moneys seld or any of the purposes herein authorized and all expenses paid or incurred in commonton thereomy, including alterney's less, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indeblodness socured hereby and shall become immediately due and payable without notice and with interest it the annual percentage rate stated in the Loan Agreement this Trust Deed secures, inaction of Trustee or Beneficiary shall never be considered as a waiver of any right occurring to them on account of any default hereind at the annual percentage rates stated in the Loan Agreement this Trust Deed secures.
- 5. The Trustee or Bonef its a hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office with outhor ining into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sate, forfeiture, tax (sen or title or claim thereof.
- 6. Grantors shall pay ecc', flort of indebtedness herein mentioned, both principal and interest, when due according to the terms hereot. At the option of Beneficiary, and without notice to Grantors, all unpud indebtedness are cure if 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 perme it of a installment on the Loan Agreement, by when default shall cook and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all if pa I of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby sect of that become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and inclusion he 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, surface and process and costs (which may be estimated as to intend to a superantee positions. To remove the expense of the process and costs (which may be estimated as to intend to be expended after entry of the decree) of procuring of such abstracts or title, title searches and astaminations, guarantee positions. To remove the expense with respect to title attracts and entry of the decree of the premises. All expenditures an expense of the nature in the value of the value of the premises. All expenditures are expenses of the nature in the premises after the value of additional indebtedness ascured hereby and immediately due and payable, with Interest thereon at the annual percentage rate. Teld in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Geneficiary in connection with (a) any proceeding, including probate and benkruptcy proceedings, it with in the of them shall be a party, which as plantific teliment or defundant, by reason of this Trust Deed or enty indebtedness hereby and immediately and the expense of the premises of any type of the premises of the p
- 8. The proceeds of any foreclosure sale of the premises shall by 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 afficient 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; nind, all principal and interest remaining unpend on the note; fourth, any overplus to Grantors, their hoirs, 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 sense in which such bill is filed may appoint a receiver of eald premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Gran ors 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 homesteed or not and the Trustee hersunder may be application. In it is a such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendancy of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Ganlors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be nocessary or are usual in such cases for the protection, possession, control, management and aperation of the premises during per who is of said period. The Court from time to time may authorize the receiver to apply the net inon hardent in payment in whole or in part of: (1) The Indebtodness secured hereby, or by any doc set and saing the Trust Dead, or any tax, special assessment or other ison which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sain; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any duferer, which would not be good and available to the party interposing same in any action at law 10. No action for the en upon the note hereby secured.
 - 11. Trusted or Beneficiary shall have the right to inspect the premises of all reasonable times and access thurst, shall be permitted for that purpose.
- 13. 3. Upon presentation of satisfactory evidence that all Indebtedness secured by this Trust Deed has been fully paid, out or our or offer maturity, the Trustee shall have full authority to release this Trust Deed, the Item (foreof, by proper instrument,
- In case of the resignation, inability or refusel to act of Trustee, the Beneficiary shall have the authority to appoint a Success on Trust. Any Successor in Trust hersunder shall have the life, 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 parsons claiming under or through (i.e. lots, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtodness or any part thereof, whether or not such persons whall have exect? — "he Losn Agraement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary. D FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE NAME Ε ASSOCIATES FINANCE L 4428 E NEW YORK ST V E AURORA IL 60504 CITY R INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER