

TRUST DEED

UNOFFICIAL COPY
94180441

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 12, 19 94, between Master Courtney and Katherine Courtney
his wife, as joint tenants
Operations vice President herein referred to as "Grantors", and F.E. Troncone
of Oakbrook 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 One Hundred Seven Dollars
and Twenty Cents Dollars (\$ 8107.20),
together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 29.99 % 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. The interest rate will be _____ 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 _____%, which is the published rate as of the last business
day of _____; therefore, the initial interest rate is _____% 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 in-
creased or decreased by at least 1/4% 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
_____ % per year nor more than _____ % 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 _____, 19____. 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 36 consecutive monthly installments: 36 at \$ 225.20, followed by _____ at \$ _____,
followed by _____ at \$ _____, with the first instalment beginning on February 12, 19 94 and the
(Month & Day)
remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable
at Oak Lawn Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

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,
his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the City of Chicago
COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 3 (except the North 5 feet and the South 7 feet thereof) in Block 4 in Bond's Addition to Chicago,
said Addition being a subdivision of the West Half of the South East Quarter of the North West Quarter
of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois

PIN # 10-23-127-024

Commonly Known As : 1510 S. Lawndale Chicago, 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, their heirs, successors and assigns.

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

Master Courtney (SEAL) Katherine Courtney (SEAL)
(SEAL) (SEAL)

STATE OF ILLINOIS,

County of Cook

George P. O'Connor

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Master Courtney and Katherine Courtney, his wife as joint tenants

who are personally known to me to be the same person S whose name S subscribed in 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 12th day of January A.D. 19 94

Notary Public

This instrument was prepared by

Kathleen M. Griffith 9528 S. Cicero Oak Lawn, Il. 60453

(Name)

(Address)

23/94

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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 become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 assessment, 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. Taxpayers 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 providing for payment by the insurance companies of monies sufficient to replace the loss, after deducting the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, under insurance policies payable in case of loss of damage to the fee for the benefit of the Beneficiary, said rights to be evidenced by the standard mortgage charge to be attached to each policy, and shall deliver all policies, including additional and renewal policies to Beneficiary, and in case of non-renewal or expiration, 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 hereinafter required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim charged, or release from any tax sale or forfeiture affecting said premises or interest in or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the position of premises and the lien hereof, shall be secured by additional mortgages secured hereby and shall become immediately due and payable without notice and with interest thereon at the amount of the maturity rate stated in the Loan Agreement of this Trust Deed, unless Trustee or Beneficiary shall never be considered as a waiver of any right accruing 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 do so according to any bill, statement or estimate procured 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 title or claim thereof.
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 notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment on the Loan Agreement or if, when default shall have occurred, continuation for three days in the performance of any other agreement of the Grantors to be contained, or to immediately fulfill or part of the promises hereof are added or interpreted 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 lien hereof, there shall be allowed and included in addition to the indebtedness in the declaration of sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorneys' fees, Trustee's fees, appraisal fees, court fees for foreclosure and execution, recording fees, postage, publication costs, and costs, which may be estimated as to them, to be expended after entry of the decree of foreclosure, all such items of title, title insurance and examination, guarantee policies, Bureau certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary for the purpose of such sale, and which may be paid pursuant to such decree, the true condition of the title or the value of the premises. All expenditures and expenses of the Trustee or Beneficiary in this particular application shall be paid immediately and in full, and immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement of this Trust Deed, when paid or incurred by Trustee or Beneficiary, in connection with the execution, including probate and final report proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or the preparations for the same, the amount of any suit for the hereinafter hereof, after receipt of such bill, statement or estimate, whether or not actually commenced or a preparation for the defense of any threatened suit or proceeding which might affect the premises of 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, an account of all costs and expenses 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 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, and the time of appointment of 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 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 be 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 are 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 foreclosing this Trust Deed, or by any tax, special 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 an action at law upon the note hereby secured.
11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable time, and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities 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 lien thereof, 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 in 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.

DEPT-01 RECORDING 123.56
#8886 TRAN 7192 02/24/94 14:56:00
#7.18 # LIS # -94-180441
COOK COUNTY RECORDER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DELIVER

NAME
STREET
CITY

ASSOCIATES FINANCE, INC.
9528 S. IBERO AVENUE
P.O. BOX 586
Oak Lawn, Ill. 60453

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER

225 05 236