

TRUST DEED

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94239577

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 10, 1994, between Tony A. Floyd and Dianne Floyd, His Wife, Tentants by Entireties, herein referred to as "Grantors", and P.E. Tronccone, Operations Vice President 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 **Twenty-Two Thousand Nine Hundred Nine Dollars and Forty-Seven Cents***** Dollars (\$ *22,909.47**), together with interest thereon at the rate of (check applicable box):

N/A Agreed Rate of Interest: N/A % per year on the unpaid principal balances.

XXX 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 2.25 percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release Q1. The initial Bank Prime Loan rate is 6.00%, which is the published rate as of the last business day of February 1994; therefore, the initial interest rate is 13.23% 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 1/4 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 11.23% per year nor more than 12.23% 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 March 15, 2004. 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 120 consecutive monthly installments: 120 at \$ *345.20* followed by N/A at \$ N/A followed by N/A at \$ N/A with the first instalment beginning on April 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 Oakbrook Terrace, 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 hereby present 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, being and being in the City of Chicago, Cook County, Illinois.

LEGAL DESCRIPTION: THE SOUTH 2 FEET OF LOT 17 AND ALL OF LOT 18 AND THE NORTH 6 FEET OF LOT 19 IN BLOCK 10 IN NEW ROSELAND, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 33 NORTH OF THE INDIAN BOUNDARY LINE AND PART OF FRACTIONAL SECTIONS 23 AND 33 SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 12918 S. Normal, Chicago, IL 60628, PIN: 25-33-115-081

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.

Tony A. Floyd (SEAL) Dianne Floyd (SEAL)

STATE OF ILLINOIS, Cook County

DEPT-01 RECORDING 13111 TRAM 4689 03/16/94 15:06:00 26833 1 1-94-239577 COOK COUNTY RECORDER the undersigned: Tony A. Floyd and Dianne Floyd, His Wife, Tenants by Entireties



are personally known to me to be the same person as they are 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 10th March, 1994. Marson Maynor III, Notary Public.

This instrument was prepared by Associates Finance/1 Mid-America Plaza, Suite 518R, Oakbrook Terrace, IL 60181

Handwritten initials and date 2/21/94

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

1. Grantors shall promptly repair, rest, or rebuild any buildings or structures now or hereafter on the premises which have been damaged or destroyed, or the principal premises or good condition and repair, without undue delay, in the event of any fire, lightning, explosion, or other casualty, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises. Grantors shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

2. Grantors shall pay before the expiration of the term of this deed all taxes, special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises. Grantors shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

3. Grantors shall keep paid all taxes, special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises. Grantors shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

4. Because of the nature of the premises, the Grantors hereby agree to make a special provision for the redemption of the premises in the event of any fire, lightning, explosion, or other casualty, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises. Grantors shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

5. The Trustee or Beneficiary shall have the right to cause an appraisal to be made of the premises, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

6. The Trustee or Beneficiary shall have the right to cause an appraisal to be made of the premises, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

7. When the said premises are sold or otherwise disposed of, the Trustee or Beneficiary shall have the right to cause an appraisal to be made of the premises, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises. Grantors shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

8. The proceeds of any fire or other casualty shall be first used to pay the taxes, special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

9. Upon or at any time after the filing of a bill to redeem the premises, the Trustee or Beneficiary shall have the right to cause an appraisal to be made of the premises, and shall pay special taxes, special assessments, and other charges or expenses for any improvement on the premises which are levied or assessed against the premises superior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises inferior to the taxes, special assessments, and other charges or expenses which are levied or assessed against the premises.

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.

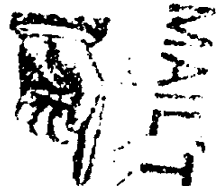
11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, but 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 or Trustee. Any Successor or Trustee 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 or acting through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of 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.



ASSOCIATES FINANCIAL SERVICES, INC.
1 MID AMERICA PLAZA, SUITE 518R
OAKBROOK TERRACE, IL 60181
(708) 575-2168

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

DELIVERY

NAME
STREET
CITY

INSTRUCTIONS
OR
RECORDERS OFFICE BOX NUMBER