

UNOFFICIAL COPY**COVENANTS, CONDITIONS AND PROVISIONS CONTINUING FROM PAGE 1 OF THIS TRUST DEED**

5. The Trustee or Beneficiary hereby secured making any payment hereof authorized relating to taxes or assessments, may do so according to law, and incur all costs and expenses from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment made, forfeiture or claim on the premises hereof.

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, or as otherwise directed by Grantors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, be paid due and payable at or before maturity in case of default in making payment of any installment on the Contract; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Contract, if such a default, or if immediately 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 lien hereof or to sue for the foreclosure of the lien 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, appraisers' fees, outlay for documentary and expert evidence, stamp duties, charges, publication costs and costs which may be estimated as to amounts to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificate, and similar data and assurances with respect thereto; and 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 in the case 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 Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bankruptcy proceedings, to whom either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured or the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) 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, on 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 laws hereof are deductible from the proceeds of the sale; third, the amount of the Contract with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus 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 is to be made either before or after sale, without regard to the solvency or insolvency of Grantors 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 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 repossession, whether there be a deficiency 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 of his hands or possession in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, of 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 terms of any provision hereof shall be subject to any defense which would not be good and available to the party interpreting same or 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, nor 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 indemnity satisfaction by 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 the 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 to Trustee. Any Successor to 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 co-owners and/or persons claiming under or through them, and the term "Grantors" as used herein shall mean and include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons stand back-to-back with the original Grantors. The term "Beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to Associates Finance, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 21st day of April 1994

Barney Garage World
Dealer

(SEAL)

CORPORATE SELLER SIGN HERE

ATTEST:

By *Paul Fisher*
(Its Secretary)

Vice President
(Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,

County of _____

I, *Marlene E. Salerno*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who *LS* personally known to me to be the same person as whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered the said Assignment as *President* and voluntary act.

GIVEN under my hand and Notarial Seal this 21st day of April 1994

A.D. 19

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS,

County of *Cook*

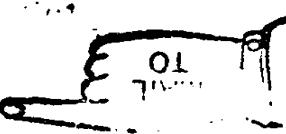
I, *Marlene E. Salerno*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who *LS* personally known to me and who executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that they signed and delivered the same as their free and voluntary act as such officers in the name of and on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of April 1994

A.D. 19

Notary Public

D E L I V E R Y	NAME	<i>The Associates Finance, Inc.</i>	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	STREET	<i>8166 W. 159th Street</i>	
	CITY	<i>P.O. Box 65 Orland Park, IL 60482</i>	<i>2350 Cm</i>

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____