95407016

. DEPT-01 RECORDING \$27.50 . 149001 TRAN 8578 06/23/95 13:37:00 . \$2698 \$ AP #-95-407016

COOK COUNTY RECORDER

E 1016550R	
TRUST DEED	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, mad = JUNE 19th	19 95 between ELISHA WILLIAMS AND
DETTY IS LITTING US. TICE IN TOINT TENANCY	herein referred to as "Grantors", of of herein referred to as "Trustee", witnesseth:
CRYSTAL LAKE	735. herein reierred to as Trustee , withesseth;
THAT, WHEREAS the Grantors have promised to pay to Asset the legal holder of the Loan Agreement herainafter described, the SEVEN AND 12/100	becates Finance. Inc., herein referred to as *Beneficiary*, he sum of NINETEEN THOUSAND SEVEN HUNDRED
The principal amount of the Loan Agreement is \$ 10298. Payment Date ofJULY FIRST	The Loan Agreement has a Last 002
NOW, THEREFORE, the Grantors to secure the paymer provisions and limitations of this Trust Deed, and the performa by the Grantors to be performed, and also in consideration of the	ince of the covenants ನಗಡೆ øgreements herein contained,
hereby acknowledged, do by these presents CONVEY and W the following described Real Estate and all of their estate, right CITY OF CHICAGO, COUNTY OF COOK	title and interest therein, situale, lying and being in the
LOT 15 IN BLOCK I IN H.C. MOREY'S SUBDIVISION OF TRUSTEES' SUBDIVISION OF SECTION 15, TOWNSHIP PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	OF THE NORTH 1/2 OF LOT 30 1% SCHOOL
PERMANENT PARCEL NUMBER: 20-16-107-032 COMMONLY KNOWN ADDRESS: 432 W. TREMONT, CHICAG	GO, IL 60621

which, with the property hereinafter described, is referred to herein as the "premises."

BORROWER COPY (1)

RETENTION COPY (1)

INTERCOUNTY YOURSS √ √

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, tents 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.

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the promises which may become damaged or be destroyed. (2) keep said promises in good condition and repair, without waste, and free from mechanic's 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 buildings new or at anytime 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 assessments, 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. To prevent default hereunder Grantors 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, lighting 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 len days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or Een diciary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encurbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereof, or redeem 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 the moltgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immerciately due and payable without notice and with interest thereon at 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 accruing to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary hereby secured making any payment oraciby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring 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 in debtedness secured 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 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 lien hereof. In any suit to foreclose 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, stenographers' charges, publication costs and costs (which may be estimated as to items 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 which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed for any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreologure bereof after accrual of such right to foreclose 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 dome as mentioned in the proceeding paragraph hereof, second, all other dems which under the forms hereof constitute secured indebtodness additional to that evidenced by the Lorin Agreement, with interest thereon as berein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Granters, 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 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 original stands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the tien 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 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 hereunker, 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 please this Trust Deed, the lien thereof, by proper instrument.
- 14. In case of the resignation, inability or refusal to act of Trustee, the Brineficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical file, 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.

ACCOUNTES F NANCE, INC. 25 Cipital Lake Pieza 8 C. Eas 1224 Spetal Luke, IL 60014

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arr vacarrie			(SEAL)	(SEAL
STA	TE OF ILLINOIS	,	l	RICK BRONARS
County of MC HENRY SS		ss }	State nic	Public in and for and residing in said County, in the presaid, DO HEREBY CERTIFY THAT ELISHAMS, MIS WIFE
				IT_TENANCY_
		15000 PM	who A person go to the footbe	whose names AkE subscribed pregoing Instrument, appeared bufore me this day in acknowledged that THEY signed and
		9		the said instrument as THEIR free and act, for the uses and purposes therein set forth.
		0,5	of 기상의	N under my hand and Notarial Seal this 211 day
			201	Red Bronay
This	instr <mark>ument was</mark> p	repared by	4	Noticy Public
STE	PHANIE S. PET	ROW FIN. REP. 2B C	RYSTAI LAKE	PLAZA, CRYSTAL LAKE, IL 60014
		(v)	Olyn	The Copy,
D E L I V E R Y	NAME	6		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
	STREET	ASSOCIATES FINANCE, I 29 Grystal Lake Plaza P.O. Box 1224	inc.	DESCRIBED PROPERTY MERE
	CITY	Crystal Lake, IL 60014		
2038	INSTRUCTIONS	5		
1546703		OR RECORDER'S OFFICE BO	OX NUMBER	