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800412 REV. 3-95 (Precompute)

. DEPT-U1 RECORDING

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COOK COUNTY RECORDER

TRUST DEED	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made July 20	,19 95 between Kirk Watson
married to Francis Watson	herein referred to as "Granitors".
and Coorde P. O'Connor	of
Oak Lawn	, 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 necessarias	cribed, the sum of Eleven Thousand Four Hundred
Sixty Dollar and Seventy Five Cents	Dollars (\$ 11460 75 ).
	tors of even date herewith, made payable to the Beneficiary, and antors promise to pay the said sumin
delivered, in and by which said Loan Agreement in G	antors promise to pay the said sum
consecutive monthly installinents.	with the first installment beginning on
, jollowed by	the remaining installments continuing on the same day
(Manth and Day)	anters promise to pay the said sum
- AI BRED MARIE INDIBINGO GRUI IGRA DEM. AII DI SUM PRAI	COLLE ROLL HICKORY BAND AND A COLLEGE CONTRACTOR CONTRA
Illinois, or at such place as the Beneficiary or other hole	det way, well, time to this. In writing appoint
The principal amount of the Loan Agreement is \$	The Loan Agreement has a Last
Payment Date of	
provisions and limitations of this Trust Deed, and the by the Grantors to be performed, and also in considerate bareby acknowledged, do by these presents CONVE	payment of the said chilptaion in accordance with the terms, performance of the covenance and agreements herein contained, ation of the sum of One Dollar (a hand paid, the receipt whereof is and WARRANT unto the Trustrie, its successors and assigns, ite, right, title and interest therein, si, unto, lying and being in the AND STATE OF ILLINOIS, to wit:
	eights, in Section 18, Township 37, North, Range
PIN # 25-18-411-015	
Commonly known as 1.0902 S. Hermosa Ave. Chicago, IL 60643-341	O .
	and the benefit on the Separation of
which, with the property hereinafter described, is referr	ed to nerein as the "premises."
ORI	GINAL (1)
La autoriore	BOWER CORY (1)

RETENTION COPY (1)

00681A.03

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.

- 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'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 building or buildings now 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, lightning 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 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 Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encuminances, 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 essessment. 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 mortgaced premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately 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 increby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 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 (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 ilen 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 incurred by 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 or any indebtedness hereby secured; or (b) preparations 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 nale 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 proceding paragraph hereof; accord, 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 overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the court in which such bill is filled 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 sult 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 profits and 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 degree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decrees 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. Truntee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be operated for that purpose.
- 12. Listes has no duty to examine the title, 'contion, existence, or condition of the premises, nor shall Trustee be obliqued to record this Trust Deed or to exercise any nower herein given unless expressly obligated by the terms hereor, nor the liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may acquire indemnities satisfactory to Trustee before example any power herein given.

Upon presentation of satisfactory evidence that all indebteriness secured by this Trust Deed has been fully paid, entirer 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 Be reficiery shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical time, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Granors 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.

WIT	NESS the hand	d(s) and seal(s) of Grantors t	he day and yes	ir first above written.
	Hirli	Witson	_(SEAL)	(SEAL)
	Kirk V	<b>Vatson</b>		Francis Watson
			(SEAL)	(SEAL)
	TINA Notes y rul	<b>)</b> 38.	who	s whose name s subscribed oregoing Instrument, appeared before me this day in and acknowledged that they signed and d the said Instrument as their free and y act, for the uses and purposes therein set forth.  N under my hand and Notarial Seal this 20 day day A.D. 1995
This i	instrument was	prepared by	4	Natery Public
		S. Cicero Ave. Oak [	awn. IL 60	453
		(Neme)		(Address)
95494416	NAME	*esserione subjetting 521	пев	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	ASESSINGS FRANCIAL SERVICE  STREET  LO ARTY OF ILLINOIS, 190.  Solid logar Practo Avenue  Oak Logar, Illinois 50453	10, 2		
	CITY	NS RECORDER'S OFFICE	BOX NUMBER	

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