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DEPT-D1 RECORDING \$27.50 T\$0010 TRAN 2249 08/01/95 11:40:00 \$1082 \$ LW *-95-503286 COOK COUNTY RECORDER

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		THE ABOVE SPACE	FOR RECO	DRDERS US	SE ONLY
THIS INDENTURE, made	july 28	THE ABOVE SPACE	lween	Robert L.	Scott and
Alfredia A. Scott, his vife,	in joint tennancy	herein referred to as	"Grantors",	and	
George P. O'Come			<u></u>		, Illinois,
herein referred to as "Trustee", withe	se⊒th:				,
THAT, WHEREAS the Grantors have the legal holder of the Loan Agreeme					
One Hundred Seventy One De	nilars and Nicety Ni	trie principal amount of _	/¢ 05171	00 1	together
with interest thereon at the rate of (ch	eck applicable 10.0.	Tie Centas Dollars	(A 37111		, wyenei
with the est the test at the rate of for	con applicable 50%.				
☐ Agreed Rate of Interest:	% per year on up: ur	paid principal halances.			
☐ Agreed Rate of Interest: This is	a variable interest rate	Jan and the interest rat	e will incre	ase or decr	ease with
changes in the Prime Loan rate. The					
published in the Federal Reserve Boa					
is the published rate as of the last	business day of	96	. 19	therefore.	the initial
interest rate is% per year.	The interest rate will inc	rease or declarase with o	hanges in	the Bank Pr	ime Loan
rate when the Bank Prime Loan rate,	as of the last business d	ay of the preceding month	n, has incre	ased or decr	eased by
at least 1/4th of a percentage point					
interest rate cannot increase or decre	ase more than 2% in an	y year. In no event, howe	ever, will the	interest rat	e ever be
less than% per year nor m	ore than% pe	er year. The interest rate	will not ch	ange before	the First
Payment Date.			4,	•	
			0,1		
Adjustments in the Agreed Rate of					
monthly payments in the month follow					
total amount due under said Loan Agi	reement will be paid by t	he last payment date of .			
19 Associates waives the rig	ght to any interest rate	increase after the last a	nniversary	date prior to	the last
payment due date of the loan.				9	
The Grantors promise to pay the s	aid sum in the said Loar	n Agreement of even date	e herewith.	made pavai	ole to the
Beneficiary, and delivered in					
followed byat \$, followed by	at \$	wit	h the first in	staliment
beginning on	, 19 and the rema	sining installments contin	uing on the	e same day	of each
month thereafter until fully paid. All of	said payments being ma	ade payable at		Illinois, o	r at such
place as the Beneficiary or other holde	r may, from time to time,	in writing appoint.			
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ORIGINAL (1) BORROWER COPY (1) RETENTION COPY (1) 80.A08000

607664 REV. 3-95 (I.B.)

Lots 8 and 9 (Except the South 45 Feet of said Lot 9)in Paxton Avenue subdivision of Lots 9 to 12 both inclusive and the West 1/2 of Lots 8 and 13 in Block 5 of Stave and Klemm's subdivision of the NortEast 1/4 of Section 25, Township 38 North, Range 14 East of the third Principal Meridian, in Cook County Illinois.

Commonly Known As; 7336 S. Luella Chicago, Il 60649

Pin#20-25-217-022

which, with the property hereinafter use cribed, 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.

- 1. Grantors shall (1) promptly repair, restore or recalld 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 den 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 anythma 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 essessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said men ises 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 independences secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of use 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 encumbrances, 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 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 mortgaged 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.

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- 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 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.
- 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 rue condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph inentioned 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 indebtcuriess 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 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 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 filing of a bill to foreclose this Trust Dead, 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 comestead 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 critic 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 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 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 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.

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- 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 horeunder 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.

W	ITNESS the hand	(s) and seaf(s) of Grantors	the day and ye	ar first al	ove written.		
1	Polet I	Scott	(SEAL)	Z	tepra	Lit	(SEAL)
مبارن <u>.</u>	Robert L.	Scott	\\	Z-V	Alfredia A		, ,
	((SEAL)				(SEAL)
	"OFFIC TINA A	Cook IAL SEAL" A. BOUBEL C., State of Illinois The Expires 7/7/99	who	ry Public foresaid, Alfredia are s foregoing ard ackn and the se ry act for	whose name instrument, apperate incoming the instrument as the uses and purpose and Motar.	own to me to the Sared before methey their oses therein set	ncy De the same Subscribed this day in Signed and free and forth.
				lily \	, A.D. 199;		
Thic	instrument was p	range of hy		į	Contraction of the second	1 Stoley	Notary Public
11115	·	Debbie Hayes			9528 S. Ciraro		
		(Name)			(Addres)	5	
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L V E	STREET	ASSOCIATIS 9528 S. Cicer Oak Lawn, 1: 60		~			
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,	INSTRUCTIONS	3					
2		OR RECORDER'S OFFICE	BOX NUMBER	ર		* ************************************	