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DEPT-01 RECORDING \$27.50
T#0003 TRAN 1915 08/14/95 10:34:00
#2935 + VF #-95-534259
COOK COUNTY RECORDER

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 6th, 19 95, between James Brewer, a widower not since remarried, herein referred to as "Grantors", and George 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 hereinafter described, the sum of Five Thousand Four Hundred Fifteen Dollars and Fifty Cents Dollars (\$ 5415.50), evidenced by one certain Loan Agreement of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum in consecutive monthly installments: \$ followed by \$ followed by \$ at \$ with the first installment beginning on 19 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Loan Agreement is \$ The Loan Agreement has a Last Payment Date of 19.

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 by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 20 Feet of Lot 39 and the North 10 Feet of Lot 38 in Block 64 in Drexel Park a subdivision of the east 1/2 of the North 1/2 of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in cook County, Illinois.

Commonly Known As; 6625 S. Marshfield
Chicago, IL 60636

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Pin# 20-19-231-009

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

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

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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 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 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.

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 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 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.

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WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

James Brewer (SEAL)
James Brewer

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ILLINOIS, }
County of Cook } ss.

I, Tina A. Boubel
a Notary Public in and for and residing in said County, in the
State aforesaid, DO HEREBY CERTIFY THAT James Brewer a widow
not since remarried

who is personally known to me to be the same
person as whose name is subscribed
to the foregoing instrument, appeared before me this day in
person and acknowledged that he signed and
delivered the said instrument as his free and
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day
of July, A.D. 1995

"OFFICIAL SEAL"
TINA A. BOUBEL
Notary Public, State of Illinois
My Commission Expires 7/7/99

This instrument was prepared by
Debbie Hayes

Tina A. Boubel
Notary Public

(Name)

(Address)

ASSOCIATES FINANCE, INC.
9528 S. Cicero Ave.
P. O. Box 586
Oak Lawn, IL 60453

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

NAME

STREET

CITY

INSTRUCTIONS

OR
RECORDER'S OFFICE BOX NUMBER _____