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COOK COUNTY RECORDER

E1017493R TRUST DEED

THIS INDENTURE, made Alichiste 22	19 05 beween MARY L PLAM
LINMARRIED	herein referred to as "Grantors", and F E TRONCON
A STANDARD OF THE PROPERTY OF	RUSTEE Of OAKBROOK TERRACE Illinois.
heroin referred to as "Trustee", withlesseth:	The second secon
THAT WHEREAS the Grantors have tromised to have	to Associates Finance, Inc., herein referred to as "Beneficiary",
the local holder of the Lorn Agraement hereinetter dea	cribed, the principal amount of FORTY FIVE THOUSAND.
THIRTY SIX DOLLARS AND SEVENTY FOUR C	ENTS Dollars (\$ 45036.74), tugether
with interest thereon at the rate of (check applied ble por	();
EX Agraed Rate of Interest: 15.37 % per year on	Horamonia nataonal halancos
KI Margari Rata of Interest: This is a variable interes	tritte loan and the interest rate will increase or decrease with
changes in the Prime Loan rate. The interest rate will t	percentage points above the Bank Prime Loan Rate
oublished in the Federal Reserve Board's Statistics! Re	lease H. Ja. The initial Bank Prime Lean rate is — — — — — — — — — — — — — — — — — —
is the published rate as of the last business day of	, 19; therefore, the initial
interest rate is% per year. The interest rate	will increase of opcrease with changes in the Bank Prime Loan.
rate when the Bank Prime Loan rate, as of the last busi	ness day of the preceding month, has increased or decreased by
at least 1/4th of a percentage point from the Bank Pr	ime Loan rate on which the current interest rate is based. The
interest rate cannot increase or decrease more than 29	6 in any year. In no event, nowever, will the interest rate ever se
Payment Date.	% per year. The interest cate will not change before the First
aymon bate.	4,
Adjustments in the Agreed Rate of Interest shall be	given effect by changing the dollar amounts of the remaining
monthly payments in the month following the annivers	ary date of the loan and every 12 months livereafter so that the
total amount due under said Loan Agreement will be pi	aid by the last payment date of 9-1
XX 2010. Associates waives the right to any interes	at rate increase after the last anniversary upte prior to the last
payment due date of the loan.	
The Granters promise to pay the said sum in the sa	sid Loan Agreement of even date herewith, made payable to the
Beneficiary, and delivered in 180 consecutive	monthly installments: 1 at \$ 699.54
followed by <u>179</u> at \$_641.86, follow	ved by <u>N/A</u> at \$ <u>N/A</u> , with the first installment
month thereafter until fully paid. All of said neumants to	ne remaining installments continuing on the same day of each
nionin ingreditor until fully paid. All of said payments o	eing made payable at OAK PARK Illinois, or at such

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

27. S

607694 REV. 3-95 (I.B.)

NOVY, THEREFORE, the Granion of source the layment of the laid 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 their estate, title and interest therein, situate, lying and being in the CITY OF COUNTY OF ____COUK - AND STATE OF ILLINOIS, to wit: CHICAGO

> THE EAST 10 FEET OF LOT 11 AND THE WEST 20 FEET OF LOT 12 IN SUBDIVISION OF LOT 99 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINIOS. TAX NO. 16-16-101-043 5342 W. MONROE, CHICAGO, IL

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

TOGETHER with improvements and fixtures now attached together with essements, 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 settlern, 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 WAIV.

- 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 time of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of cuch prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or building and or supplied and the second to the control of the complete or many building or building and premises; (6) and the control of the contro comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (8) 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 inerefor. To prevent detauit hereunder Grantors shall pay in full under protest, in the manner provided by statute, any lex or assessment which Grantor may desire to contest.
- 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 indebtodness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in crae of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage cross to be attached to each policy, and shall deliver all policies, including additional and renewel policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dails 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 promise or settle any tax ilen 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 noneys and additional independent independent the annual Beneficiary shall never be the part of Grantors. Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on

- 5. The Trustee or Beneficiary lies by satured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiring fitto 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.
- 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 expensus 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, Toronic certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may doem 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 of freetred 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 threateness 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 actualty commenced; or (c) preparations for the defense of any threateness with or proceeding which might affect the premises or the security hereof, whether or not actualty 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; secund, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the floar Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the losts; 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 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, posts salon, 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 served hereby, or by any degree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or proome 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 notion 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 hereundor, 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 ifen thereof, by proper instrument.

abt	4. In case of the coint a Successor in the coint a Successor in the coint of the co	n Truat, Any Successo	or reliant to to a firm in Trust hereunder	Trustee, the Sensificiary s shall have the identical title	hall have the authority to p, powers and authority as
f clai per exe	5. This Trust Deminy under or throws	sed and all provisions ugh Grantors, and the payment of the inde treement or this Trust	word "Grantors" wh btedness or any pa	t to and be binding upon an used herein shall includ it thereof, whether or not reficiary as used herein sh	e all such persons and all
W	TIMESS the hand(s	and seal(s) of Granto	ers the day and year	ilrst above written.	
	MARY L ELAM		(SEAL) _		(SEAL)
	MARX LI (ELAM	<u> </u>	(SEAL)		(SEA!.)
		6			•
ST	ATE OF ILLINOIS,	100	1 <u>, Me</u>	RY TO TO MAS	STATE CALL
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			person	personally knowr whose name	subscribed
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