95604591

DEPT-01 RECORDING

\$27.50

. T#6666 TRAN 9537 09/11/95 09:34:00

\$6046 + DF #-95-604591

COOK COUNTY RECORDER

TRUST DEED	5	THE A	BOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE.	maga August 29th	,19	95 , between Willie T. Garmon marri
to Irene Game	on O		herein referred to as "Grantors"
and George P. o	Compr		0
Oak Lawn		, Illinois, herei	in referred to as "Trustee", witnesseth:
the legal holder of th	e Loan Agreement ne reint	after described, the sum o	inance, Inc., herein referred to as "Beneficiary" Ten Thousand Three Hundred Eighty Dollars (\$ 10,384.62)
evidenced by one co	ertain Loan Agreement o	the Grantors of even date	herewith, made payable to the Beneficiary, and
delivered, in and by	which said Loan Agreeme	nt the Grantors promise to	pay the said sumin
consecu	tive monthly installments:		, followed bya
			, with the first installment beginning on maining installments continuing on the same day
Mort	h and Dawl	19 silo tile ieli	Hatting alsomitates countries on the senie est
Illinois, or at such plants. The principal amount	ace as the Beneficiary or o	other holder may, rom timent is \$	e to time, in writing appoint. The Loan Agreement has a Last
provisions and limita by the Grantors to be hereby acknowledge the following describ	tions of this Trust Deed, is performed, and also in cod, do by these presents (sed Real Estate and all of the	and the performance of the consideration of the sum of CONVEY and WARRANT heir estate, right, title and	said obligation in accordance with the terms ne covertants and agreements herein contained of One Dollar in hand paid, the receipt whereof is unto the Trustee its successors and assigns interest therein, cituate, lying and being in the STATE OF ILLING S, to wit:
resubdi East 1/	vsion of Block 6 in	Carolin's subdivsionship 38 North, Ran	ubdivsion of block 1 in Little's on of the West 1/2 of the South nge 14, East of the third Principal
		Commonly Known As	s; 7738 S,Clyde

Pin#20-25-417-029

Chicago, II 60649

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

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

00681A.03

600412 REV. 3-95 (Precompute)

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TOGETHER with improvements and fixtures now attached together with easements, gights, 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, remish 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 inclidings 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 satisfactor 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 Beneticiary 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 encumprances, 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 mort was 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 Agripement 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 nursely 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 indubtedness 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 Contors 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 fien 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 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.

- 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 the mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute becured 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.
- Expoint 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 their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee thereunder 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 praintises 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 microssing 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, Prontion, 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 indel termess 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 Benanciary 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 Crantors 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.
* Nelle Married	(SEAL) June L. Harmon (SEAL)
Willie T. garmon	Irene Garmon
niiiii a garmon	(SEAL) (SEAL)
	(OCAL)
STATE OF ILLINOIS,	Tina A. Boubel
County of Cook Ss.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT <u>Willie T. Germanners</u> Germanners of the County of th
MOFFICIAL SEAL TINA A. BOUBIL	who <u>is</u> 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 <u>she</u> signed and delivered the said Instrument as <u>her</u> free and voluntary act, for the uses and purposes therein set forth.
tity Commission Expires 7/7/99	GIVEN under my hand and Notarial Seal this 29th day of August , A.D. 19 95
This instrument was prepared by	Notary Public
Debbie Hayes	9528 S. Cicero
(Name)	(Address)
	Clary
	TŚ
D NAME ASSOCIATES FINAN	INSERT STREET ADDRESS OF ABOVE
STREET 95-38 S. C. C. C.	
R Y CITY COAK LAW M, I'. GO45	3
O INSTRUCTIONS OP	
OR RECORDER'S OFFICE B	OX NUMBER

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