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- . #8347 # BJ *-95-622320
 - COOK COUNTY RECORDER

TRUST DEED

	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, mede AUGUST 28th	
ROGER A. WILLIAMS, MARRIED, IN JOINT TENANCY	· · · · · · · · · · · · · · · · · · ·
F.E TRONCONE	of <u>OAKBROOK</u> , Illinois,
herein referred to as "Trustee" w tnesseth:	
THAT, WHEREAS the Grantors have promised to pay to Asthe legal holder of the Loan Agreement hereinafter described, HUNDRED NINETY-SIX & 99/100	, the principal amount of SIXTY-ONE THOUSAND SIX
HUNDRED NINETY-SIX & 99/100	The second secon
MA Agreed Rate of Interest: NA % per year on the unit Agreed Rate of Interest: This is a variable interest rate changes in the Prime Loan rate. The interest rate will be published in the Federal Reserve Board's Statistical Release is the published rate as of the last business day of interest rate is NA % per year. The interest rate will interest rate is NA % per year. The interest rate will interest when the Bank Prime Loan rate, as of the last business of at least 1/4th of a percentage point from the Bank Prime Linterest rate cannot increase or decrease more than 2% in all less than NA % per year nor more than NA % payment Date.	loan and the interest rate will increase or decrease with percentage points above the Bank Prime Loan Rate H 15. The initial Bank Prime Loan rate is NA %, which NA 19; therefore, the initial creus or decrease with changes in the Bank Prime Loan day of the preceding month, has increased or decreased by oan rate or which the current interest rate is based. The my year. In no over t, however, will the interest rate ever be per year. The interest rate will not change before the First
Adjustments in the Agreed Rate of Interest shall be given monthly payments in the month following the anniversary de total amount due under said Loan Agreement will be paid by 19 Associates waives the right to any interest rate payment due date of the loan.	ate of the loan and every 12 months thereafter so that the values to the last payment date of
Beneficiary, and delivered in NA consecutive more followed by NA at \$ NA , followed by	y NA at \$ NA , with the first installment maining installments continuing on the same day of each made payable at <u>CHTCAGO</u> illinois, or at such

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

27 \$00BBOA.03

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

NOW, THEREFORE, the Grantols of struct the payment of the said colligation in accordance with the terms provisions and limitations of this frust Deed, and the parformance 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 WARFANT 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 COUNTY OF ________ AND STATE OF ILLINOIS, to wit:

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

TAX ID #25-21-115 033

CKA: 11252 S. SYTWART AVE CHICAGO, IL. 60628

which, with the property hereing or described, 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 form, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which cald 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 linn 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 sylvitime 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; (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 hierefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tex 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 the participant 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 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 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.

- 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, lax lien or title or cialm 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 scontained, 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, appraisars' fees, outlay for bidocumentary 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, Torrers 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 decreatine 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 Indicatedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened out or proceeding which might affect the promises or the security becoff, whether or not actually commenced.
 - The proceeds of any foreclosure sale of the promises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses increent 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.
 - Upon, or at any time after the filling of a bill to foreclose this Trust Dead, the court in which such bill is filled may appoint a receiver of said premises. Such appointment may be made of the 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 Trustoo 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 redomption or not, as woll as during any further times when re-Grantors, except for the intervention of such receiver, would be entitled to collect such rents, lesues 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 cuthorize 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.
 - 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.
 - Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
 - 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 Trustoe may require indemnities satisfactory to Trustee before exercising any power herein given.
 - 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.

15, claimi perso execu succe	This Trusing under or no liable for liable for liable same same same assistants.	t Deed and all provisions here through Grantors, and the word the payment of the indebtedn Agreement or this Trust Deed gns of Beneficiary.	oi, shall ex "Grantors" ess or any i. The term	tend to and be to when used here part thereof, wh Beneficiary as u	pinding upon Granto in shall include all si lether or not such sed herein shall me	ors and all persons uch persons and all persons shall have an and include any	
WIT	NESS the ha	nd(s) and seal(s) of Grantors the	aday and y	ear first above-wri	tten.		
		R. WILLIAMS	.(SEAL)	ROGER A.	WILLIAMS	(SEAL)	
			(SEAL)	**************************************		(SEAL)	
	<u> </u>	COOK Ss.	State aJEAlMAR who	Noresald, DO HEINETTE P. WILL RIED, IN JOIN IS per	for and residing in REBY CERTIFY THA TAMS AND ROGER A TT TENANCY Isonally known to n	ne to be the same	
	Notary My Comm	FFICIAL SEAL" ALINA L. TONG Public, State of Illinois lission Expires 11/25/96	to the person delive; volunte	foregoing instruction and acknowledged the said instruction are act, for the use it is a contract of the use it is	whose name I ment, appeared bet ged that SII trument as IIE as and purposes the d and totarial Seal to 1992.	lore me this day in E signed and R free and rein set forth.	
This i	nstrument wa	as prepared by				Notary Public .	
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4553280	NAME STREET	ASSOCIATES FINANCIAL SEF 6500 W. Irving Park Suite J Chicago, IL 60634		FOR REINSERT DESCR	ECORDERS INDEX STREET ADDRES IBED PROPERTY F	PURPOSES POF ABOVE TIRE	
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OR RECORDER'S OFFICE BOX NUMBER							
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14. In case of the resignation, travility or refuse to ac 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.