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DEPT-01 RECORDING T42222 TRAN 7257 10/12/95 12:57:00 43568 + EB #-95-695703 COOK COUNTY RECORDER

IL1 43844

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TRUST DEED A		
	THE ABOVE SPACE FOR RECO	DADERS USE ONLY
THIS INDENTURE, INS October 5th	.18 55 between GL	oria Robinson
a divorced woman age since remarried	herein referred to as "Grantors",	and
George P. O'Connor	oi Oak Lawn	, lilinois,
herein referred to as "Trustee", with esseth:		
THAT, WHEREAS the Grantors have promised to pay to		
the legal holder of the Loan Agreement minimafter describe Fight Dollars and Fifty Six Cents.	ed, the principal amount of Ninety O.  Dollars (\$ 910)	88.56 ), logether
with interes? thereon at the rate of (check applicable box):	· · · · · · · · · · · · · · · · · · ·	
Agreed Rate of interest: % per year on the	unpaid principal balances.	
Agreed Rate of Interest: This is a variable interest re	ite loan and the interest rate will incre	ease or decrease with
change in the Prime Loan rate interest rate will be	percentage points above the i	Bank Prime Loan Rate .
published in the Federal Reserve Board's Statistical Roles	sa H 15 The initial Bank Prime Loan ra	to in %, which
is the published rate as of the last business day of	and the second	A Sant Come I say
interest rate is% per year. The interest rate will	increase of decrease with changes in	the Bank Philip Loan
rate when the Bank Prime Loan rate, as of the lost busines	it day of the proceding month, has incre	sased or decreased by
at least 1/4th of a percentage point from the Bank Prime	Loan rate on which the current interi	ant rate is based. The
interest rato cannot increase or decrease more than 2% in	any year. In no event, however, will th	e interest rate ever be
ices then% per year nor more than	6 per year. The interpretate will not cl	hange before the First
Paymont Date.		
саупыя рав.	<i>F</i> 1.	
Adjustments in the Agreed Rate of Interest shall be give	on effect his changing the delias amo	unts of the remaining
Will William III and William Little of Hinger Short on fire	date of the lane and event 10 me and	thoroetter so that the
monthly payments in the month following the antiversary	date of the lost and every 12 months	tidiastan so nen ma
satel amount due under said Loan Agreement will be paid	by the last payment date of	A with A she had
19	ale increase after the last anniversary	determination of the lost
payment due date of the loan.		,C
the state of the second	Long Autocomoni of owns data horowith	made navehia to the
The Grantors promise 22 pay the said sum in the said	LOGI PARGUITANI UI EVEN UNIU NOTEMIU:	h mena hakeeya sa ara
Baneficiary, and delivered in consecutive in	tomphy mateumentsat \$	data than Alaus Imadallan sant
follower: by at \$, followed	thy at 2	ALL THE HURT MARKETHER.
beginning on	remakning installinents continuing on t	ne same day of each
month thereafter until fully paid. All of each paymes, to bein	g made payable at	Illinois, or at auch
place as the Beneficiary or other holder may, from time to	time, in writing appoint.	

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

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NOW, THEREFORE, the Granturs to secure the payment of the said obligation in accordance with the tenns, 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

COUNTY OF \_\_\_\_\_\_ COOK \_\_\_\_ AND STATE OF ILLINOIS, to wit:

Lot 22 in Dayton's Resubdivision of Lots 13 to 24 inclusive in Block 1 and of Lots 1 to 24 inclusive in Block 2, all in the Subdivision of the West Hair of of the SouthEast Quarter of the SouthWest Quarter and that part of the SouthWest Quarter lying East of the West 1290.2 West thereof of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Pin# 15-04-320-034

which with the property hereinance of scribed, 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, five 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 of initial any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) theep 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 promises superior to the lien hereof, and upon request exhibit setisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any 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, furnish to Trustee or to Beneficiary duplicate receipts furnish. To prement default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any to ressessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against keep 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 case of loss or damage, to trustes for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage dauge to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of incurance 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 hareinbefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or pital payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lax lien or other prior 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 ien or other prior lien or title or claim thereof, or redeem from any tax sale or furfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein suchorized and all expenses prid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustoe or Bonelloiary to protect the munigaged premises and the lien hereof, shall be so much additional indebterhess secured hereby and shall become immediately due and payable without notice and with interest thereon at the ennual 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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- 9. 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 intuiting into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, test lists or title or claim thereof.
- B. 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 persible (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default chall occur and continue for thrus days in the performance of any other agreement of the Grantors hoteln contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantons without Beneficiary's prior written consent.
- 7. When the indebtedness reroby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as subjected indebtedness in the decree to sale all expenditures and expenses which may be paid or incurred by or on banell of Trustee or Beneficiary for alterney's fees, Trustee's (see, appraisable fees, outlay for documentary and expended enter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guerantee policies, Torrano centricates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be responsibly recessary either to prosecute such suit or to evidence to bidders at any sale which may be first pursuant to such decree to the 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 histored shall become so much additional indebtedness secured hereby and immediately due and payable, with histored shall become so much additional indebtedness secured hereby and immediately due and payable, with histored shall become so much additional indebtedness secured hereby and immediately due and payable, with histored shall be a party, either as plaintiff, claimant or defondant, by reason of the Trust Deed or any indebtedness hereby secured; or (b) prepar tions for the commencement of any suit for the 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.
- E. The proceeds of any foreclosure sale of the prevides shall be distributed and applied in the following order of priority: First, an 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 Lore Agreement, with interest thereon as herein provided; that, all principal and interest remaining unpaid on the note, fourth, any overplus to Grantons, their hairs, legal representatives or assigns, as their rights may appear.
- 8. 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 or said premises. Such appointment may be made alimer before or after sale, without notice, without regard to the set/ency or insolvancy of Grantors at the time of application for such receiver and without regard to the them 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 prevent 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 intervantion of such receiver, would be untitled to collect such rank, 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 subject the receiver to apply the not 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 supported to sale and deficiency.
- 10. No action for the enforcement of the Sen cr of any provision hereof shall be subject to any defense which would that be good and available to the party interposing same in any action at law upon the note hereby secured.
- 11. Trustee or Baneficiary shall have the right to inspect the premises at all reasonable times and access thereto defined be permitted for that purpose.
- C) 13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by Shallgeted to record this Trust Dued or to exercise any power herein given unless expressly obligated by the terms terror, nor be lieble for any acts or ornissions increunder, except in case of gross negligence or missiondust 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 Dead, the lien thereof, by proper instrument.

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- 14. In case of the resignation, inability or refusal to act of Trustee, the Baneficiary 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 Dead 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 Agraement or this Trust Dest. The term Beneficiary as used herein shall mean and inducte any successors or assigns of Beneficiary.

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