

# UNOFFICIAL COPY

95728757

DEPT-01 RECORDING \$27.50  
T#0009 TRAN 9491 10/25/95 12:46:00  
#0778 # RH \*-95-728757  
COOK COUNTY RECORDER

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 31, 1995, between Patrick Lacey and Denise Lacey Husband and Wife As Joint Tenants herein referred to as "Grantors", and Brian H. Strom of Des Plaines, 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 principal amount of Fourteen Thousand Seven Hundred Forty-Five Dollars and Sixty-Eight Cents----- Dollars (\$14,745.68), together with interest thereon at the rate of (check applicable box):

Agreed Rate of Interest: 15.39 % per year on the unpaid principal balances.

Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be n/a percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release H-15. The initial Bank Prime Loan rate is n/a %, which is the published rate as of the last business day of n/a, 19 n/a; therefore, the initial interest rate is n/a % per year. The interest rate will increase or decrease with changes in the Bank Prime Loan rate when the Bank Prime Loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Bank Prime Loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than n/a % per year nor more than n/a % per year. The interest rate will not change before the First Payment Date.

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 anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of June 25.

2005. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 120 consecutive monthly installments: 1 at \$ 304.44, followed by 119 at \$ 241.41, followed by 0 at \$ 00, with the first installment beginning on July 15, 19 95 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at Des Plaines Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

INTERCOUNTY EXPRESS

95728757

E1016216R  
807864 REV. 3-95 (I.B.)

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

00680A.03

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 their estate, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE EAST 1/2 OF LOT 19 AND THE WEST 1/2 OF LOT 20 IN THE RESUBDIVISION OF THAT PART, LYING SOUTH OF OGDEN AVENUE, OF BLOCK 2 IN HAWTHORNE, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39-NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-28-409-021

COMMONLY KNOWN AS: 4856 W. 28th St. Cicero, IL 60650

which, with the property herein after 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 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, furnish 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 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 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 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.

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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.

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

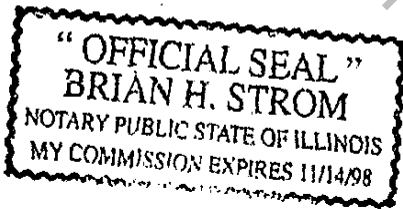
Patrick Lacey (SEAL)  
Patrick Lacey

Denise Lacey (SEAL)  
Denise Lacey

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, }  
County of Cook } ss.



I, Brian H. Strom,  
a Notary Public in and for and residing in said County, in the  
State aforesaid, DO HEREBY CERTIFY THAT  
Patrick Lacey and Denise Lacey Husband and  
Wife As Joint Tenants

who are personally known to me to be the same  
persons                      whose names are subscribed  
to the foregoing Instrument, appeared before me this day in  
person and acknowledged that they signed and  
delivered the said Instrument as their free and  
voluntary act, for the uses and purposes therein set forth.

GIVEN under my and and Notarial Seal this 31<sup>st</sup> day of  
May, A.D. 1997.

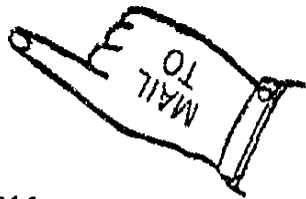
[Signature]  
Notary Public

This Instrument was prepared by  
Mary Chadkewicz - The Associates  
(Name)

P.O. Box 39 Des Plaines, IL 60016  
(Address)

DELIVERY 95728757

NAME Mary Chadkewicz  
The Associates  
STREET P.O. Box 39  
CITY Des Plaines, IL 60016



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

4856 W. 28th St.  
Cicero, IL 60650

INSTRUCTIONS

OR  
RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_