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DEP 1:01 RECORDING

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COOK COUNTY RECORDER

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, mydo 12/11/95 between Cathe Robinson Sr. and Ada Robinson, Amaband . herom referred to as "Grantors", and Thomas E. Stark, Trustice . and wate. Joint topots of Joliet, Illinois, horein 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 heremafter described, the principal amount of \$ 15714.97 together with interest thereon at the rate of (check applicable box):

X Agreed Plate of Interest: 15:37 % per year or the unperd 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 14/3 percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Rolers 17:15. The initial Bank Prime Loan rate is 10/4 is the published rate as of the last business day of 11/4 therefore, the initial interest rate is 11/4 % 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 1979 ... % per year nor more than 1974 % 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 12/15/10 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 180 consecutive monthly installments: 180 at \$ followed by at \$.00 , followed by 0 at \$.00 , with the first installment 01/15/96 and the remaining installments continuing on the same day of each month be inning on thi. After until fully paid. All of said payments being made payable at JOLLET llinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

> ORIGINAL (1) **BORROWER COPY** RETENTION COPY (1)

\$27.50

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

AND STATE OF ILLINOIS, to wit:

hereby acknowledged, do by those 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

LOT 4 AND LOT 5 (EXCEPT THE WEST 15 FEET THERFOR) IN DAVIS AND SONS' SUPPLYISION OF LOT 130 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MERIPIAN, COMMONLY KNOWN AS: 5508 WEST VAN BUREN.

PIN # 16-16-114-033-0000

COUNTY OF Cook

which, with the property heroitizing described, is referred to heroin 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 suid 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 tree 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 firm or charge on the premises superior to the lien hereof, 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 adjutime 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 afterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxos, and shall pay special taxos, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, turnish to Trustee or to Beneficiary duplicate receipts to prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any text or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on haid 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 dides 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 Trustiee 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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- 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 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 lion or title or claim thereof.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneticiary, and without notice to Granters, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the centrary, become due and payable (a) immediately in the case of detailt 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 Granters herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Granters 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 hereal. In any suit to foreclose the lien hereat, there shall be allowed and included as additional indebtedness in the decree for sale all expanditures and expanses which may be paid or incurred by or on behalf of Trustee or Beneficiery for atterney's fees, Trustee's fees, appraisars' fees, cultay for documentary and expert evidence, stonographers' charges, publication costs and costs (which may be estimated as to itoms to be expanded after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torress certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may doern 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 aither of them shall be a party, either as plaintiff, claimant or defendable, by reason of this Trust Dood or any indestrutions horoby secured; or (b) proparations for the commencement of any suit for the foreelesure hereof after accural of such right to foreclose whether or not netually commenced; or (c) preparations for the detense of any threatened so I or proceeding which might affect the promises or the successful hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the common shall be distributed and applied in the following order of priority. First, on account of all costs and expenses kickent to the foreclosure proceedings, including all such floms as are mantioned in the proceding paragraph hereof; sucord, all other doms which under the terms hereof constitute secured indubtedness additional to that evidenced by the Losa Agreement, with interest thereon as herein provided; third, all principal and interest remaining empaid on the note, fourth, any overplus to Crantors, their hoirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this "ma". Dead, the court in which such bill is filed may appoint a receiver of said promises. Such appointment may be inide, of the before or after ante, without notice, without regard to the polyency or insolvency of Granton at the time of application for such receiver and without regard to the then value of the promises or whether the same shall be then occupied as a homestend or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the prover to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a saile 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 untitled to collect such regis, 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 authorize the receiver to apply the not income in his hands in payment in whole or in part of: (1) The indebtedness source of turboby, or by any decree foreclosing this Trust Dood, or any tax, special assessment or other lien which may be or become superior to the ten hereof or of such decree, provided such application is made prior to foreclosure saile; (2) the deficioncy in case of a saile and deficiency.
- 10. No action for the enforcement of the lien or of any provision betweet 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 becally 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 may power herein given unless expressly obligated by the forms hereor, nor be liable for any acts or omissions hereor, 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 prid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.

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- 14. In case of the resignation, mability 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.

8110	cessors or assigns of Beneficially.	
	ITNESS the hand(s) and seal(s) of Grantors the	
	eter Rollinson sr	ISEAL) COLOR ADA ROBINSON (SEAL)
	<i>N</i>	(SEAL) (SEAL)
	ATE OF ILLINOIS, ss.	i, THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cittee Rebitson St. and Adv. Exhausin
	OFFICIAL SEAL Thomas E. Stark Notary Public, State of Illinois My commission Expires 4-8-99	who are personally known to me to be the same person 5 whose name are subscribed to the foregoing fratrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and volunity act, for the uses and purposes therein set forth.
This	ment was prepared by	GIVEN under my and and Notarial Scal this 11th day of December A.D. 19 95.
Kı K		2802 Plainfield Road Joliet, Illinois 60435
りきょしくきゃく	NAME Kras Nazon	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	STREET 2802 Plainfield Road	
	CITY Jollet, Illinois 60435	
	INSTRUCTIONS	
	OR	

RECORDER'S OFFICE BOX NUMBER