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COOK COUNTY RECORDER

	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, mails January 17	,19 95 , between Batty J.
Housing to WI 19W	herein referred to as "Grantors", and
Will Grannemann, Wanch Director	herein referred to as "Grantors", and of Buffa Lo GRove , illinois,
herein referred to an "Truston", wilnesseth:	
the land holder of the Lorn Agreement bereinsiter designation	to Associates Finance, Inc., herein referred to as "Beneficiary", cribed, the principal amount of FTFTY FOUR THOUBAND 0 XXXXXXXXXXXXXDollars (\$ 54669.56), together
with interest thereon at the rate of (check application box	
changes in the Prime Loan rate. The interest rate will be published in the Federal Reserve Board's Statistical Relies the published rate as of the last business day of interest rate is 14.8% per year. The interest rate will when the Bank Prime Loan rate, as of the last business least 1/4th of a percentage point from the Bank Prime Loan rate cannot increase or decrease more than 2% in any	the unpaid principal balances. It rate loan and the interest rate will increase or decrease with the balances of decrease with the balance of the initial Bank Prime Loan rate is 8.50 %, which the comber 19.4; therefore, the initial lincrease or decrease with changes in the Bank Prime Loan rate is day of the preceding month, has increased or decreased by at some rate on which the current interest rate is based. The interest year. In no event, however, will the interest rate ever be less than year. The interest rate vill not change before the First Payment.
Adjustments in the Agreed Rate of Interest shall be give payments in the month following the anniversary date amount due under said Loan Agreement will be paid to	en effect by changing the dollar amounts of the remaining monthly of the loan and every 12 morths thereafter so that the total and the last payment date of the care y 1.

2010 Associates waves the right to any interest rate increase after the last anniversely date prior to the last

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made psyable to the

followed by 179 at \$ 761,10 , followed by 0 at \$.00 , with the first installment beginning on March 1 , 19 2% and the remaining installments continuing on the same day of each

month thereafter until fully paid. All of said payments being made payable at <u>Buffalo Grove</u> Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

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payment due date of the loan.

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TRUST DEED

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TO THE STATE OF THE PROPERTY O

Beneficiary, and delivered in 180 consecutive monthly installments: 1 at \$ 941.99

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ORIGINAL (1)

BORROWER COPY (1)

RETENTION COPY (1)

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NOW, THEREFORE, the Grantors to seture the plynth provisions and limitations of his virtat ped, and the petition of the Grantors to be performed, and also in consideration of	and of the said abliquitor in accordance with the terms.
provisions and limitations of his trust beed, and the parter	hance of the coverants and agreements herein contained.
by the Grantors to be performed, and also in consideration of	if the sum of One Dollar in hand paid, the receipt whereof is
neredy ricknowledded. Od dy these drements conyc≥y and vy	/AFIMANT unto the Trustee. Its successors and assigns, the
following described Real Estate and all their estats, title and in	nterest therein, situate, lying and being in the
COUNTY OFCOOk A	

Lot 39 in Block 11 in W.F. Kaiser and Company's Fairland subdivision of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of section 29, township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN#25-29-410-002 12403 S. Aberdeen, Calument Park, IJ. 60643 which, with the property hereinafter 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 user and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Lawr 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 ilen 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 ritiches 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 statule, 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 psyable, 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 Seneficiary, 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, and arge, 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 attorneys and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, and hereof, and 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, 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 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 contained, or/(c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

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- *17. When the indebtedress hereby source istal become due wilette by receleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereor. 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, appraisers' fees, outlay for documentary and expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certification, 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 partigraph 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.
- 8. 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 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 therein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Granlogs, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint 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 familiars 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 Trustee hereunder may be appointed as such receiver. Such receiver stall 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 deliciency, 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, passession, 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 net income in his hands in payment in whole or in part of: (1) The indicatedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien wilds, may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure scier; (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 interposing same in any action at levy upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to pect 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 any power herein given unless expressly obligated by the terms hereof, nor by 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 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 lich thereof, by proper instrument.
- 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.

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In Dankers West Day of Free Prop. 10

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

<u> 13</u>	etty A	[1]	(SEAL)	(SEAL)
BET	TY\J. HOUS	7	(SEAL)	(SEAL)
	NOTAR	55.	a Notary Public in and for and residing in said Constate aforesaid, DO HEREBY CERTIFY THAT	e the same subscribed this day in signed and free and orth.
	instrument was		AWILDA HERNANDEZ	Notary Public
<u>Ma</u>	rgaret A.	(Name)	794 S. Buffalo Grove (Addisss) Buffalo Grove, Illinis	6008
D	NAME		FOR RECORDE IS INDEX PURPOS INSERT STREET ACCRESS OF AB	SE9 ROVE
ر ۲ ۲ ا	STREET	ASSOCIATES FINANCE, IPIC. 794 S. Buffalo Grove Rd. Buffalo Grove, IL 60065	DESCRIBED PROPERTY HERE	
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