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COOK COUNTY RECORDER

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payments in the month following the anniversary date of the loan and every 12 months the cafter so that the total amount due under said Loan Agreement will be paid by the last payment date of		THE ABOVE SPACE FOR RECORDERS USE ONLY
F.E.TRONGONE Preserved to as "Trustee", winnespeth: THAT, WHEREAS the Grantors have promised to pay to Associates Financo, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinness described, the principal amount of ELGHLY_SIX_THOUSAND FIVE HUNDRED DOLLARS AND NO (ENTS************************************	THIS INDENTURE, made JANUARY 25	19 <u>95</u> , between
herein referred to as "Trustee", winnepeth: THAT, WHEREAS the Grantors have profiled to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinetter described, the principal amount of ETGHTY_SIX_THDUSAND	KOMATO M. KOMITOMEN NA NA BACHELUK	herein referred to as "Grantors", and
THAT, WHEREAS the Grantors have promised to pay to Associatos Financo, Inc., herein referred to as "Boneficiary", the legal holder of the Loan Agreement hereinetter described, the principal amount of ETGHTY_SIX_ITRUBSAND		ot, Milnois,
the legal holder of the Loan Agreement hereinefter described, the principal amount of ETGHTY_SIX_INDISAND_FIVE_HUNDRED_OOLLARS_AND_NO_ENTS************************************	herein referred to as "Trustee", with 540eth:	
the legal holder of the Loan Agreement hereinefter described, the principal amount of ETGHTY_SIX_INDISAND_FIVE_HUNDRED_OOLLARS_AND_NO_ENTS************************************	WILLIAM LANDERSMAN AND Properties from March Louis Co. Co. Co.	
with interest thereon at the rate of (check application box): **Comparison of the price of the rate of (check application box): **Comparison of the price of the rate of the		
with interest thereon at the rate of (check application box): Agreed Rate of Interest: This is a variable interest rate lown and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be	FIVE HINDRED DOLLARS AND NO CATCARRA	The principal amount of CTORIN - 21% - Littling Man
Agreed Rate of Interest: 13,50 % per year on no unpaid principal balances. (ii) Agreed Rate of Interest: This is a variable interest rate will be	with interest thorner at the rate of fellock annihules with	TOTAL TOTAL OF TOTAL TOTAL TOTAL TOTAL
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Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amount due under said Loan Agreement will be paid by the last payment due under said Loan Agreement will be paid by 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 36 consecutive monthly installments: 1 at \$1008.28 followed by 34 at \$1008.28 followed by 1 at \$85958.59 with the first Installment being made payable at HOFFMAN ESTATES Illinois, or at such month thereafter until fully paid. All of said payments being made payable at HOFFMAN ESTATES Illinois, or at such	T' Agrand Bata of Interest: 13, 50 % per year or includ	spanning indicates blance
changes in the Prime Loan rate. The interest rate will be		
published in the Federal Reserve Board's Statistical Release N.75. The initial Bank Prime Loan rate isn/8 %, which is the published rate as of the last business day of n/8 , 19 ; therefore, the initial interest rate is n/3% per year. The interest rate will increase or docrease with changes in the Bank Prime Loan rate when the Bank Prime Loan rate, as of the last business day of the proceeding 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 the cafter so that the total amount due under said Loan Agreement will be paid by the last payment date of n/5	changes in the Prime I can rate. The interest rate will be	and percentage points above the Bank Prime Loan Flate
is the published rate as of the tast business day of	published in the Federal Reserve Floatid's Statistical Release	16. The initial Bank Prime Loan rate isn / 8 %, which
interest rate is	is the published rate as of the last business day of	/a . 19 : therefore, the initial
when the Bank Prime Loan rate, as of the last business day of the proceding 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 1/3 % per year nor more than 1/4% 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 the calter so that the total amount due under said Loan Agreement will be paid by the last payment date of 1/4 has 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 Bonefficiary, and delivered in 36 consecutive monthly installments: 1 at \$ 1040.72 hollowed by 34 at \$1008.28 hollowed by 1 at \$85958.59 hollowed by 34 at \$1008.28 hollowed by 1 at \$85958.59 hollowed by 34 hollowed by 34 hollowed by 35 hollowed by 1 hollo	interest rate is 0/34 per year. The interest rate will incre	ase or decrease with changes in the Bank Prime Loan rate
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Associates waives the right to any interest rate increase after the last anniversary data prior to the last payment due date of the loan. The Granters promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 36 consecutive monthly installments: [1] at \$ 1040.72 [6] followed by 34 at \$1008.28 [6] followed by 1 at \$85958.59 [7], with the first installment beginning on MARCH 1 [7], 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 HOFFMAN ESTATES. Illinois, or at such	Adjustments in the Agreed Rate of Interest shall be given effor	ct by changing the dollar amoving of the remaining monthly to
Associates waives the right to any interest rate increase after the last anniversary data prior to the last payment due date of the loan. The Granters promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 36 consecutive monthly installments: 1 at \$ 1040.72 followed by 34 at \$1008.28 followed by 1 at \$85958.59 with the first installment beginning on MARCH 1, 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 HOFFMAN ESTATES. Illinois, or at such	payments in the month following the anniversary date of the	le loan and every 12 months in 3 carrier so that the total
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	month thereafter until fully paid. All of said payments being n	nade payable at <u>HOFFMAN_ESTATES</u> Illinois, or at such
place as the Beneficiary or other holder may, from time to time, in writing appoint.	place as the Beneficiary or other holder may, from time to time	e, in writing appoint.

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NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms provisions and limitations of this Thist Deed and the performence of the covering any agreements herein contained, by the Grantors to be performed, and also in consideration of the sam of the Pollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and essigns, the following described Real Estate and all their estate, title and interest therein, situate, lying and being in the

COUNTY OF COUNTY, ILLINOIS, IO WIE LOT 1582 IN WOODLAND HEIGHTS, UNIT NO. 4, BEING A SUBDIVISION IN SECTIONS 23 AND 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED IN THE RECORDERS OFFICE ON JULY 1, 1960, AS DOCUMENT 17908375, IN COOK COUNTY, ILLINOIS, P.I.N.# 06 24 106 065 VOL 061 A.K.A. 103 WILLOW RD., STREAMWOOD, IL 60103

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 uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and walks.

- 1. Grantors shall (1) compity 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 buildings or buildings now or at anytime in process of erection upon said premises; (6) 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 arraches all general taxes, and shall pay special taxes, special assessments, where 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 saine or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies carable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standary mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Saneticiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective sales of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, thake 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 is nor other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture effecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereof, or recipem from any tax sale or forfeiture effecting said premises or contest any tax or assessment. All moneys paid or any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's lace 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 Trustica or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereboder 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.
- 16. 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.

- 7. When the indebtedness hereby socialed shall become the 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, appraisers' fees, cuttay for documentary 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, Torrons cortificates, 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 paragraph monitoned 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 horeof, whether or not actually commenced.
- 8. The procesus 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 thereon as herein provided; that, all principal and interest remaining unpaid on the note; tourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. 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 of said premises. Such appointment may be made either 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 Trustee hereunder may be appointed as such receiver. Such receiver chall have the power to collect the rents, issues and profits of said promises 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 intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessarry or are usual in such cases for the profiction, 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 net income in his hands in payment in whole or in part of: (1) The indeptoness secured hereby, or by any decree foreclosing this frust 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.
- 10. No action for the enforcement of the tion or of any provision nerve? shall be subject to any detense which would not be good and available to the party interposing same in any action at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all teasonable 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 horein 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 Trustee may require indomnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Devid has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lies thereof, by proper instrument.
- 14. In case of the resignation, inability or refusal to act of Trustee, the Seneticiary 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.
- 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 left 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) dec spins	Figures Ind	CALCOPY day and year first above written.
RONALD M. KUMPHINER.		SEAL)
The state of the s		(SEAL)
	(\$	GEAL)
STATE OF ILLINOIS,	1	
County of Carrie	ss.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
CE S'HE ALL WOLL AN AC MOTANT PARTY OF	5 ! 5	personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth. GIVEN under my and and Noterial Sent this day of
This instrument was propored by	00/	alle m. D. verteal
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STREET

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INSTRUCTIONS

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

OR RECORDER'S OFFICE BOX NUMBER