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COOK COUNTY RECORDER

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THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made April 13 19 05, between Audrey Cleas and Imosene Cleag, his wife, and Jimmie D. Cleag, a Herein referred to as "Grantors", and Douglas E. In Joint tenancy England Brouch Asst. Vice Poes Orland Park , Illinois.
In Joint tenancy Franch Apple Mary Mary Dollard Back Bronch Apple Minnis
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 <u>Etahty thousand</u>
Three hundred Fifteen dollars and eighty six cents Dollars (\$ 80,315.86), together
with interest thereon at the rate of (check applicable box):
M/Agreed Rate of Interest:% 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 5.39 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 9.0 %, which is the published rate as of the last business day of March 19.75; therefore, the initial interest rate is 14.39 % 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 evert, however, will the interest rate ever be less than 12.39 % per year nor more than 20.39 % 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 collar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 non-ins thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of
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: 1 at \$ 1508.15 followed by 179 at \$ 1090.80 , followed by 00 at \$ 00 , with the first installment beginning on June 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 Orland Park Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.
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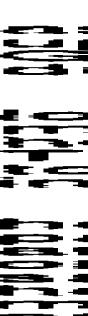
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- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy 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 Beneticiary, 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 secured shall become due 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, outlay for documentary and expert evidence, stenographers' chargos, publication costs and costs (which may be estimated as to items to be expensed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trusten 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 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 or any interest thereon at the annual percentage rate stated in the Loan Agreement this 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 interest hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrus? It such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatered 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 loon Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legals representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this frust 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 thereunder may be appointed as such receiver. Such receiver shall 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 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 lents issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possission, control, management and operation of the premises during the whole of said period. The Court from time to time may subhorize the receiver to apply the net 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 processed 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 lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interpolating same in any action at law upon the note hereby secured.
- 71. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access there 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 addigated to record this Trust Deed or to exercise any power herein 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 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 lien thereof, by proper instrument.

	14	4. In case	of the resignation, inability of	refued (Ac	of Trustee in Beneficiary s	hall have the authority to
	gre	herein given	essor in Trust. Any Successor i Trustee.	ព រ ប្វេស រាមមេបសេ	वि इपवास्य प्रवेष क्षां भवनामादक गाए	э, ромять ана антилку да
	clair pers	ming under (sons liable focuted the Lo	rust Deed and all provisions hor through Grantors, and the wolor the payment of the indebtoan Agreement or this Trust Dissigns of Beneficiary.	rord "Grantors" v edness or any (vhen used herein shall includ part thereof, whether or not	e all such persons and all such persons shall have
	Wi	ITNESS the	hand(s) and seal(s) of Grantors	the day and yea	ır firat above written,	
		and	1.0	(SEAL)	Ingene (legy (SEAL)
	A	Audrey Cle	Ų ·	•	Imogene Clegg	0 ()
	۲.	James	De Willey	(SEAL)		(SEAL)
	J	Administration de la company	C1.88			
	STA	ATE OF ILLIN	vois.		vid J. Tropeck	
	County of <u>Cook</u> ss.			a Notary State afo and Imogene	Public in and for and resid resaid, DO HEREBY CERTIF Clegg, his wife, and J	Y THAT <u>Audiey Cle</u> s
			(0		o joint tenancy re personally know	n to me to be the same
			0	person _	swhose name	s x subscribed
			•	person a	regoing Instrument, appearend acknowledged that <u>ith</u>	ey signed and
			OFFICIAL SEAL	de ivered	the said instrument asact, for the uses and purpos	their from and
•		YRATON	DAVID J. TROPECK PUBLIC, STATE OF ILLINOIS MMISSION EXPIRES 2-28-00		• •	
		1000,000,000.		GIVET <u>Apri l</u>	under my and and Notarial A.D. 19/2/85	Seal this day or
					0.111/7	a Million
	This	instrument v	was prepared by		David J. Tropec	Notery Fubic
		B.J. Vare	ela <u>9166 West 159th</u>	street Orla	and Park, I1. 60462	
	D E L	NAME	The Associates Finance Inc 9166 W. 159th Street	C.	FOR RECORDERS IN INSERT STREET AD DESCRIBED PROPE	DRESS OF ABOVE
	i N	STREET	P.O. Box 65	a E	O.	1.
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