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AND ARTHOUGH THE WARRENCH AND THE CONTRACT OF THE CONTRACT OF

T#9999 TRAN 8209 06/14/95 13124100 19671 + AP #-95-383784 COOK COUNTY RECORDER

MANAGE THE A CONTRACTOR		organista (n. 1944). Organista (n. 1944).
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TRUST DEED		14. 11, 11, 11, 11, 11, 11, 11, 11, 11, 11
	THE ABOVE SPACE FOR REC	ORDERS USE ONLY
THIS INDENTURE, marie JUNE 6th	,19 <u>95</u> , between <u>s</u>	EVEN HOBBS
SINGLE	nerein referred to as "Grantors"	and
F.E. TRONCO'LS herein referred to as "Trustee", with saeth:	OfOAKBROOK	, Illinois,
herein referred to as "Trustee", wate 490th the in- making a trustee of a restage target and the second control of the con-	in de la companya de La companya de la co	Sample (1991) (60)
THAT, WHEREAS the Grantors have promised to pa	to Associates Finance. Inc., herein refer	red to as "Beneficiary".
the legal holder of the Loan Agreement normatter de	cribed, the principal amount of FTFTY-	WO THOUSAND
FIVE HUNDRED TWELVE & 92/100	Dollars (\$ 5251)	92), together
with interest thereon at the rate of (check applicable bo)x):	COLUMN COLUMN
) .	
Agroed Flate of Interest: NA. NA. W. per year	che unpaid principal balances.	gg on and a specifical at the section of
Agreed Rate of interest: This is a variable intere	at rare loan and the interest rate will incl	Base of decrease with
changes in the Prime Loan rate. The interest rate will	po that percentage points apove the	CONTRACTOR HUNGING THE CONTRACTOR AND
published in the Federal Roserve Board's Statistical R is the published rate as of the last business day of	erose (1,70) i re militarezana militarezana i Pares	therefore the initials
interest rate is NA % per year. The interest rate	will lacrons o carrens with channes !	the Benk Prime Loan
rate when the Bank Prime Loan rate, as of the last but	linear day of the recoding month, has inc	essed or decreased by
at least 1/4th of a percentage point from the Bank F	Frime Loan rate on what the current inte	rest rate is based. The
interest rate cannot increase or decrease more than 2	% in any year. In no syant however, will t	he interest rate ever be
loss than NA % per year nor more than NA	% per year. The internat rate will not	hange before the First
Payment Date.	~/Z.	an ormalis in the ended of
•		A A III tala a
Adjustments in the Agreed Rate of Interest shall be	a given effect by changing the color am	ounts of the remaining
monthly payments in the month following the anniver	abry date of the loan and every 12 month	A thereater to that the
total amount due under said Loan Agreement will be	paid by the last payment date or	cate rules to the last
19 NA Associates walves the right to any inter	SEL LUIG (UCLAUSO KITAL LIIA IUST KILIIAALESE	A name bunt to me men
payment due date of the loan. The region for the star and the course the a	professional de la companya de la c La companya de la co	nir () a - 2 mir ilgani (m. 1915 all. General, marenten (m. 1915)
The Grantors promise to pay the said sum in the	said Loan Agreement of even date herew	h, made payable to the
Ronaldony and delivered in NA consucuti	ve monthly installments: NA at 8	NA NA
Beneficiary, and delivered in NA consecutive followed by NA at \$ NA folk	NA . Star NA	with the first irratallment
beginning on NA 19 and	the remaining installments continuing on	the same day of each
month thereafter until fully paid; All of said payments	being made payable at CHICAGO	illingia, or at such
month thereafter until fully paid. All of said payments place as the Beneficiary or other holder may, from tim	e to time, in writing appoint.	9538913641 Second
the Allert St. St. St. Bone 90, 4000 March 100		The state of the state of their
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the factors of the community of the property of the	(1) The first of the second	A POSTULAR AND CARREST OF A

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LOT 32 IN BLOCK 1 IN ROBIN HOGD UNIT NUMBER 2, A SUBDIVISION OF LOT
B IN LAU'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST
1/4 (EXCEPT 3 ACRES IN THE NORTHWEST CORNER THEREOF) ALSO THE SOUTH 1/2
OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF
RECORDED APRIL 7, 1892 AS DOCUMENT NUMBER 1639971 (EXCEPT THE EAST 75
FEET OF THE WEST 166 FEET OF THE SOUTH 160 FET OF SAID LOT 8, IN COOK
COUNTY, ILLINOIS.

TAX ID NO: 29-08-122-008

CKA: 14617 S. MYRTIZ HARVEY, IL. 60426

which, with the property hereinafter rescribed, 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 that the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set rorth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Itlinois; which said rights and benefits the Grantors do hereby expressly release and waive.

- 1. Grantors shall (1) promptly repair, restore of thuild 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 or lien not expressly subordinated to the lien heroof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the tien heroof, 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 takes, 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, turnish to Trustee or to Beneficiary duplicate receipts agreefor. To provent default harounder 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 sale premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the incurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the includeness secured hereby, all in companies salisfactory to the Beneficiary, under insurance policies physible, 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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5. The Trustee of Beneficiary hereby accured making any payment hereby authorized relating to taxes of 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.
- 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 expense evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expanded of entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrans certificates, 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 mentioned shall become so much additional indebtedness accured, 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 intertedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatener suit or proceeding which might affect the premises or the security hereof, whother or not actually commenced.
- 8. The proceeds of any foreologure sale of the promises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreolosure 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 Loss Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, 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 to a homestead or, not and, the Trustee, hereunder 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 he 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 that issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possyssion, control, management and operation of the premises during the whole of said period. The Court from time to time here assured hereby, or by any otherse foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or occurs superior to the 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 law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto reshall 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 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. In case of the resignation, habitity or refuse to set of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust Nereunder shall have the identical title, powers and authority as are herein given Trustee, and a second did the analysis to be second 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 ilable 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. STEVEN HOBBS (SEAL) (SEAL) STATE OF ILLINOIS. THE UNDERSIGNED a Notary Public in and for and residing in said County, in the COOK County of State aforesaid, DO HEREBY CERTIFY THAT ____ STEVEN HOBBS, SINGLE who personally known to me to be the same person whose name _ IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that HE signed and delir/ered the said Instrument as ___ HIS free and "OFFICIAL SEAL" Voluntary act, for the uses and purposes therein set forth. ALANDA C. LES POON GIVEN under my/and and Notarial Scal this / bth Robert Portin Street of Missing JUNE My Common in Explica 10/14/97 This instrument was prepared by ASSOCIATES FINANCE 6500 W, IRVING PK R) CHGO, IL. 60634 D NAME FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE STREET 14617 S. MYRTLE R HARVEY, IL. 60426 CITY INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER