## UNOFFICIAL COPY



DEPT-01 RECORDING

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COOK COUNTY RECORDER

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TRUST DEED		
	THE ABOVE	SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made 07/03/96 between	M THE NAME OF WITH	W NOT SINCE REMARKIED AND DAVID SMOCK,
ED TO RITA SYDOX) AS JOIN! AND herein referred to a	as "Grantors", and CHICAGO	
Trustee", witnesseth:	CHOO	, Illinois, herein referred to as
Hostee   Winterstall		
THAT, WHEREAS the Grantors have promised to pay the legal holder of the Loan Agreement hereins for de with interest thereon at the rate of (check applicable box	ecribed, the principal a	
Agreed Rate of Interest: 11.86 % per year on MA Agreed Rate of Interest: This is a variable interest changes in the Prime Loan rate. The interest rate will published in the Federal Reserve Board's Statistical Reserve published rate as of the last business day of year. The interest rate will increase or decrease with crate, as of the last business day of the preceding mon point from the Bank Prime Loan rate on which the curdecrease more than 2% in any year. In no event, how nor more than NA% per year. The interest rate	t ate loan and the interest rate interest ra	points above the Bank Prime Loan Flate Bank Prime Loan rate is NA %, which e, the initial interest rate is NA % per ime Loan rate when the Bank Prime Loan creased by at least 1/4th of a percentage sed. The interest rate cannot increase or so ever be less than NA % per year
Adjustments in the Agreed Rate of Interest shall be monthly payments in the month following the anniver total amount due under said Loan Agreement will be waives the right to any interest rate increase after the loan.	sary date of the loan a e paid by the last payn	nd every 12 months thereafter so that the nent date of $\frac{0.0710/02}{1.000000000000000000000000000000000000$
The Grantors promise to pay the said sum in th	ve monthly installments bwed by 0 at \$ aining installments con made payable at CHIC	at \$ 99.10  .00 , with the first installment stinuing on the same day of each month
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607664 REV. 10-95 (I.B.)

URIGINAL (1)

LOT 56 IN S.J. WALKERS SUBDIVISION OF THE SOUTH 1/2 AND THE NORTHWEST 1/4 OF BLOCK 11 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tenza wilip

TAX ID NO: 17-31-215-018-0000

no year

CKA: 1624 W. 32rd ST CHICAGO, IL. 60608

\*THIS IS A NON HE TEAD PROPERIT\*

which, with the property here not ter 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 sectorth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which hald rights and benefits the Grantors do hereby expressly release and waive.

- 1. Grantors shall (1) promptly repair, restore or sabuild 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 tiens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a ten 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 manicipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general total, 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 receipe 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 same or to pay in tall 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 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 incurred in connection therewith, including attorney's fees, and any other 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 the part of Grantors.

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## **UNOFFICIAL COPY**



14. appoint are her	In case of the resignation, in blitty of ret a Successor in Trust. Any Successor in Trein given Trustee.	usa coc rust hereund	r trustee the Benefician shall have the authority to er shall have the identical title, powers and authority as				
ciaimin person execut	g under or through Grantors, and the words liable for the payment of the indebted:	d "Grantors" v ness or any (	and to and he binding upon Granters and all persons when used herein shall include all such persons and all part thereof, whether or not such persons shall have seneficiary as used herein shall mean and include any				
WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.							
	nge Mariolar Je Haujoks	_(SEAL)	D. Jmarke (SEAL)				
TM	RE MANNOYS /	(SEAL)	DAVID SMOCK				
<del>-,</del>		_(SEAL)	(SEAL)				
STATI	E OF ILLINOIS,	1,	THE UNDERSIGNED				
Count	y of COOK ss.	a Notar State at INGE	y Public in and for and residing in said County, in the loresaid, DO HEREBY CERTIFY THAT NAUJOKS, WIDOW NOT SINCE REMARRIED AND				
	O)r	DAVID	SMOCK (MARRIED TO RITA SMOCK) AS JOINT TENANTS				
		who person	helpotten's knowth to the rule stille.				
		the to	foregoing Instrument, appeared before me this day in				
	"OFFICIAL SEAL" GEORGE E. MILLER		and acknowledged that THEY signed and d the said instrument as THEIR free and				
	Notary Public, State of Illinois	volunitz	ry act, for the uses and purposes therein set forth.				
	My Commission Expires July 22, 1996	GIŲ	EN under my and and Notarial Seal this 3rd day of				
			LY , A.O. 19 96.				
erete t			Notice Page				
	nstrument was prepared by						
ASS	SOCIATES FINANCE , INC.		5500 W. (IRVING PK RD CHGO, IL. 60634				
	B		$O_{\mathcal{E}_{\alpha}}$				
D	NAME /		FOR RECORDERS INDEX PURPOSES				
E L	Jac F		INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE				
I V	STREET		1624 W. 33rd ST				
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R Y	CITY		CHICAGO, IL. 60608				
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id -	INSTRUCTIONS						
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